

# BOARD OF SUPERVISORS

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Thad Nearmyer

Doug Cupples

Brandon Talsma

June 24, 2025 9:30 a.m.

www.jasperia.org

Live Stream: <a href="https://zoom.us/j/8123744948">https://zoom.us/j/8123744948</a>
Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

-Anyone that has an item on the agenda must appear in person for the Board to consider it.-

### Pledge of Allegiance

### Item 1 Not to Exceed \$1,950,000 Taxable General Obligation Urban Renewal Capital Loan Notes

- a) **PUBLIC HEARING** on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder.
- b) Resolution instituting proceedings to take additional action.

# **Item 2** \$1,950,000\* (Subject to Adjustment per Terms of Offering) Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2025C

a) Resolution approving electronic bidding procedures and Distribution of Preliminary Official Statement.

#### **Item 3** Human Resources – Dennis Simon

- a) ICAP Insurance Renewal
- b) ICAP Cyber Coverage Increase Quote
- c) Hiring Resolution for Sheriff's Office, Detention Officer Douglas Matheny
- d) Resolution Approving Jasper County Policy: Family Sick Utilization
- e) Supplemental Pay Increase for the Weed Commissioner

#### Item 4 Buildings and Grounds – Adam Sparks

a) Assessor's Furniture

#### Item 5 Treasurer – Doug Bishop

- a) Request for the Suspension of Taxes and Special Assessments
- b) Request for Cancellation of Checks

#### Item 6 Community Development – Kevin Luetters

a) Memorandum of Understanding between the City of Newton and Jasper County, Iowa, regarding waiver of Liability for Temporary Absence or Failure of Operational Sprinkler System

#### Item 7 Engineer – Mike Frietsch

- Set Public Hearing for the Closure and Removal of the Bridge on Iowa Street over the North Skunk River
  - (Recommended Dates and Times, July 15<sup>th</sup>, July 22<sup>nd</sup> and August 5, 2025, at 9:30 am in the Board of Supervisors Room)
- b) Award Contract 50-C050-133 to Manatt's Inc in the Amount of \$2,447,974.64 for Seal Coat Work on W 129<sup>th</sup> St S from IA 163 to S 96<sup>th</sup> Ave W and S 96<sup>th</sup> Ave W from W 129<sup>th</sup> St S to Pacific St.



PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

### Page 2

Item 8	<ul> <li>IT – Ryan Eaton</li> <li>a) Datavision – Master Agreement contract (new Vendor for equipment and services)</li> <li>b) MCG – Migrate existing PRI phone lines to SIP</li> </ul>
Item 9	Approval of Cigarette/Tobacco/Nicotine/Vapor Permits for  a) lowa's Best Burger Café  b) Izaak Walton League
Item 10	Approval of Jasper County Conservation Nature Center 28E – Engagement Letter
Item 11	Resolution Approving Transfer Order #1552
Item 12	Resolution Approving Transfer Order #1553
Item 13	Appropriation Resolution for FY25-26 Budget
Item 14	Approval to Cancel Unclaimed Warrants Over One Year Old
Item 15	Approval of Board of Supervisors Minutes for June 17, 2025
Item 16	Board Appointments
	PUBLIC INPUT & COMMENTS

After the Regular Meeting Work Session

### ITEMS TO INCLUDE ON AGENDA FOR THE BOARD MEETING ON JUNE 24, 2025

## JASPER COUNTY, IOWA

Not to Exceed \$1,950,000 Taxable General Obligation Urban Renewal Capital Loan Notes

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

The Board of Supe	ervisors of Jasper County, State of Iowa, met in
session, in the Board of St	upervisors Room, Jasper County Courthouse, 101 1st Street North,
Newton, Iowa, at	.M., on the above date. There were present Chairpersor
, in the	chair, and the following named Board Members:
Absent: _	
Vacant: _	

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$1,950,000 Taxable General Obligation Urban Renewal Capital Loan Notes, of Jasper County, State of Iowa, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Jasper Rail Park Urban Renewal Area, including acquisition of property for use as a rail park, for urban renewal purposes, and that notice of the proposed action by the Board to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes and the right to petition for an election had been published as provided by Sections 331.402, 331.441(2)(b)(14), 331.443 and 403.12 of the Code of Iowa, and the Chairperson then asked the County Auditor whether any petition had been filed in the Auditor's Office, as contemplated in Section 331.306 of the Code of Iowa, and the Auditor reported that no such petition had been filed, requesting that the question of issuing the Notes be submitted to the qualified electors of the County.

The Chairperson then asked the Auditor whether any written objections had been filed by any resident or property owner of the County to the issuance of the Notes. The Auditor advised the Chairperson and the Board that written objections had been filed. The Chairperson then called for oral objections to the issuance of the Notes and were made. Whereupon, the Chairperson declared the time for receiving oral and written objections to be closed.				
	(Attach here a summary of objections received or made, if any)			
	Whereupon, the Chairperson declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.			
The Boa	pard then considered the proposed action and the extent of objection	ns thereto.		
Whereupon, Board Member introduced and delivered to the Auditor the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$1,950,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES", and moved:				
t	that the Resolution be adopted.			
L I	to ADJOURN and defer action on the Resolution and the proposal proceedings for the issuance of notes to the meeting to be held atM. on the day of, 2025, at			

Board Member _ the vote was,	seconded the motion.	The roll was called and
AYES:		
NAYS:		
Whereupon, the	Chairperson declared the measure duly adopted RESOLUTION NO	

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$1,950,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$1,950,000 General Obligation Urban Renewal Capital Loan Notes, for urban renewal purposes, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Jasper Rail Park Urban Renewal Area, including acquisition of property for use as a rail park, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the County and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, STATE OF IOWA:

Section 1. That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$1,950,000 General Obligation Urban Renewal Capital Loan Notes, for the foregoing urban renewal purposes.

# PASSED AND APPROVED this 24th day of June, 2025.

ATTEST:	Chairperson	
County Auditor		

### **CERTIFICATE**

STATE OF IOWA	)
	) SS
COUNTY OF JASPER	)

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of t	he Board hereto affixed this	day of
 , 2025.		
	County Auditor, Jasper County,	State of Iowa

(SEAL)

### ITEMS TO INCLUDE ON AGENDA FOR THE BOARD MEETING ON JUNE 24, 2025

# JASPER COUNTY, IOWA

\$1,950,000\* (Subject to Adjustment per Terms of Offering) Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2025C

• Resolution approving electronic bidding procedures and Distribution of Preliminary Official Statement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

The Boa	d of Supervisors of Jasper County, State of Iowa, met in	
session, in the I	oard of Supervisors Room, Jasper County Courthouse, 101 1st Stre	et North,
Newton, Iowa,	M., on the above date. There were present C	hairperson
	_, in the chair, and the following named Board Members:	
	h 4	
4	bsent:	
,	acant:	
	acant.	

-1-

"RESOLUTION APPRODISTRIBUTION OF PR resolution be adopted.	OVING ELECTRONIC ELIMINARY OFFICIA Board Member	introduced the following reso BIDDING PROCEDURES A AL STATEMENT", and move seconded the	ND d that the
The roll was called and t	he vote was,		
AYES:			
NAYS:			
Whereupon, the	Chairperson declared the	e resolution duly adopted as fo	ollows:
	RESOLUTION NO	)	

RESOLUTION APPROVING ELECTRONIC BIDDING PROCEDURES AND DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT

WHEREAs, the Issuer is in need of funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Jasper Rail Park Urban Renewal Area, including acquisition of property for use as a rail park, and it is deemed necessary and advisable that General Obligation Urban Renewal Capital Loan Notes be authorizing for said purposes(s); and

WHEREAS, pursuant to notice published as required by Sections 331.402, 331.441(2)(b)(14), 331.443 and 403.12 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$1,950,000 General Obligation Urban Renewal Capital Loan Notes, no petition being received, and the Board is therefore now authorized to proceeds with the issuance of said Notes for such purpose(s); and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the County has caused a Preliminary Official Statement to be prepared outlining the details of the proposed sale of the Taxable General Obligation Capital Loan Notes, Series 2025C; and

WHEREAS, the Board has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Board deems it in the best interests of the County and the residents thereof to approve the distribution of the Preliminary Official Statement in connection with the offering of the Notes and to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, STATE OF IOWA:

Section 1. That the Preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Chairperson and Auditor, upon the advice of bond counsel and the County's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 2. That the receipt of electronic bids through the PARITY® Competitive Bidding System described in the Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

PASSED AND APPROVED this 24th day of June, 2025.

	Chairperson	
ATTEST:		
County Auditor		

#### CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF JASPER	)

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal	of the Board hereto affixed this day of
, 2025.	
	County Auditor, Jasper County, State of Iowa

(SEAL)



# **INVOICE**

**FOR** 

**Jasper County** 

Anniversary Date: 07/01/2025

12951 University Ave, Ste 120 Clive, IA 50325 www.icapiowa.com



### **Member Invoice**

Member Name: Jasper County

Anniversary Date: 07/01/2025

Policy Number: R0427PC2025-01

Coverage	<b>Limit of Coverage</b>	Contribution
General Liability	\$2,000,000	\$77,124.00
Cyber	\$250,000	\$4,303.00
Automobile Liability	\$2,000,000	\$27,342.00
Law Enforcement Liability	\$2,000,000	\$41,848.00
Public Officials Wrongful Acts	\$2,000,000	\$25,811.00
Excess Liability	\$6,000,000	\$43,532.00
Vehicles	\$6,542,058	\$99,158.00
Property	\$100,379,278	\$280,360.00
Equipment Breakdown	Included	Included
Crime	\$10,000	\$0.00
Marketing and Administrative Fees		\$7,462.00
TOTAL CONTRIBUTION		\$606,940.00

## Payment for this invoice can be submitted electronically via the ICAP website.

Please visit <u>www.icapiowa.com</u> and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via1-(800) 383-0116.



## **Member Proxy**

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the lowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the lowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact: Dennis Simon Alternate Contact: Jenna Jennings

Title:	Director of H.R.	Title:	Auditor			
Address:	PO Box 944	Address:	PO Box 944			
Address:		_ _Address:				
City, State, Zip:	Newton, IA 50208					
Email:	hr@jasperia.org	Email:	jjennings@jaspercounty.iowa. gov			
Telephone:	6417871024	Telephone:	6417927016			
below:.	eof, this proxy was executed on the undersigned duly authorized off	icers of the Gover	nmental Subdivision indicated			
	Governmental Subdivision	: Jasper County				
	Member ICAP #					
	Ву	:				
	Title					
	Ву	:				
		(City Clerk/Coun	ty Auditor/Board Secretary)			



# **Anniversary Information Acknowledgement**

The undersigned representative of the Jasper County acknowledges that he/she:

		red the information prov		a Communities Assuran	ce Pool applications
	Reviewe	ed all applicable prope	rty and vehicle	schedules.	
	Confirm		r knowledge, t	nat all information provide	ed is complete and
	increase		eration of the c	y the Iowa Communities overage(s) offered and th	
		County understands to subject to lowa Communication guidelines at the time writing. In addition, J	hat to add inc nunities Assur of the reques asper County	any applicable contribution reased limits coverage in ance Pool's approval and that such request mand that such request mand the lowa Control waive optional coverage	the future, it will be d underwriting nust be made in mmunities Assurance
		Accept the increased	limits:		
				(Limit of Liability Accepte	:d)
Execunde below	rsigned o	the day of duly authorized officer o	of the Governm	, in the yenental Subdivision (Jaspe	ear, by the er County) indicated
BY:					
Title:					
Mem	ber:	Jasper County			
Mem	ber Num	nber: 427			

Anniversary Date: 07/01/2025



# **Quote Summary**

**Jasper County** 

Anniversary Date: 07/01/2025

Coverage	Contribution	Limit of Coverage	Deductible	Retroactive Date	Coverage Effective
General Liability	\$77,124.00	\$2,000,000	\$0	07/01/2025	07/01/2025
Cyber	\$4,303.00	\$250,000	\$10,000		07/01/2025
Automobile Liability	\$27,342.00	\$2,000,000	\$0	07/01/2025	07/01/2025
Law Enforcement Liability	\$41,848.00	\$2,000,000	\$5,000	07/01/2025	07/01/2025
Public Officials Wrongful Acts	\$25,811.00	\$2,000,000	\$3,000	07/01/2025	07/01/2025
Excess Liability	\$43,532.00	\$6,000,000			07/01/2025
Vehicles	\$99,158.00	\$6,542,058	See Schedule		07/01/2025
Property	\$280,360.00	\$100,379,278	See Schedule		07/01/2025
Equipment Breakdown	Included	Included	Included		Included
Crime	\$0.00	\$10,000	\$500		07/01/2025
TOTAL CONTRIBUTION	\$599,478.00				
Agency Fee	\$2,500.00				
CRMS	\$4,962.00				
FINAL CONTRIBUTION	\$606,940.00				

Excess Liability Options See next page



#### **EXCESS QUOTE Jasper County**

Effective Date: 7/1/2025

<u>Coverage</u> General Liability	\$8,000,000 \$77,124.00	\$9,000,000 \$77,124.00	\$10,000,000 \$77,124.00	\$11,000,000 \$77,124.00	\$12,000,000 \$77,124.00	\$13,000,000 \$77,124.00	\$14,000,000 \$77,124.00	\$15,000,000 \$77,124.00
Cyber Liability	\$4,303.00	\$4,303.00	\$4,303.00	\$4,303.00	\$4,303.00	\$4,303.00	\$4,303.00	\$4,303.00
Automobile Liability	\$27,342.00	\$27,342.00	\$27,342.00	\$27,342.00	\$27,342.00	\$27,342.00	\$27,342.00	\$27,342.00
Wrongful Acts	\$25,811.00	\$25,811.00	\$25,811.00	\$25,811.00	\$25,811.00	\$25,811.00	\$25,811.00	\$25,811.00
Law Enforcement Liability	\$41,848.00	\$41,848.00	\$41,848.00	\$41,848.00	\$41,848.00	\$41,848.00	\$41,848.00	\$41,848,00
Excess Liability	\$43,532.00	\$44,817.00	\$46,044.00	\$47,205.00	\$48,308.00	\$49,346.00	\$50,330.00	\$51,284.00
Automobile Physical Damage	\$99,158.00	\$99,158.00	\$99,158.00	\$99,158.00	\$99,158.00	\$99,158.00	\$99,158.00	\$99,158.00
Property	\$280,360.00	\$280,360.00	\$280,360.00	\$280,360.00	\$280,360.00	\$280,360.00	\$280,360.00	\$280,360.00
Bond(s)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Marketing and Administration Fee	\$7,462.00	\$7.487.00	\$7,512.00	\$7.535.00	\$7,557.00	\$7,578.00	\$7,598.00	\$7,617.00
TOTAL	\$606,940.00	\$608,250.00	\$609,502.00	\$610,686.00	\$611,811.00	\$612,870.00	\$613,874.00	\$614,847.00
Estimated Additional Contribution	\$0.00	\$1,310.00	\$2,562.00	\$3,746.00	\$4,871.00	\$5,930.00	\$6,934.00	\$7,907.00

\*Any Prior Acts Coverage will be limited to expiring liability limits \*\*\*The above Marketing and Administration Fees includes a Producing Agents Claim, Service Fee, 2% Sales and/or Management Fee.



# **Alternate Quote Options**

Member name:

JASPER COUNTY, IOWA

Anniversary date:

07/01/2025

Coverage period:

07/01/2025 through 07/01/2026

Member number: 427

**Cyber Liability Limit** 

**CURRENT LIMIT** 

CURRENT CONTRIBUTION ALTERNATE LIMIT

**ALTERNATE** 

CONTRIBUTION

\$250,000

\$4,303

\$1,000,000

\$11,652

Please note the \$1,000,000 cyber liability limit will be effected the later of the anniversary date or the date option to bind is provided to the ICAP team; this limit cannot be backdated.

PLEASE ADVISE YOUR ICAP UNDERWRITER OF THE SELECTED DEDUCTIBLES AND LIMITS PRIOR TO SUBMITTING PAYMENT FOR THE CORRESPONDING CONTRIBUTION.

Once done, please remit your contribution payment online. To do so, visit the ICAP website (<a href="www.icapiowa.com">www.icapiowa.com</a>) and click "Member Pay" at the top right of the page. This will enable you to submit payment via ACH transfer, as required by the Pool; please note there is no fee for utilizing this service.

### Resolution 25-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

DEPARTMENT	POSITION	<u>EMPLOYEE</u>	PAY RATE	RANGE/STEP	EFFECTIVE DATE
Sheriff's Office	Detention Officer	Douglas Matheny	\$21.85	Union Hire-In Rate As of 7/1/25	7/1/25

Resolution adopted this 24 <sup>th</sup> day of June 2025	
	Brandon Talsma, Chairman
Attest:	
Jenna Jennings, Auditor	

RECORDED IN BOARD OF SUPERVISORS MINUTES BOOK 22 06/24/2025 PAGE

### Resolution 25 -

Jasper County Policy: Family Sick Utilization

The current County policy prohibits probationary employees from utilizing family sick time until they have completed their six (6) month probationary period, but they can utilize sick time for themselves following the completion of two (2) full pay periods.

Effective July 1, 2025, probationary employees will be eligible to utilize family sick time following the completion of ninety (90) days of employment. Employees will still be required to properly notify their supervisor prior to the start of their shift and may be subject to providing medical documentation as identified in the Jasper County Attendance Policy.

Resolution adopted this 24th day of June 2025	
	Brandon Talsma, Chairman
Attest:	
Jenna Jennings, Auditor	

RECORDED IN BOARD OF SUPERVISORS MINUTES BOOK 22 06/24/2025 PAGE



All Makes

500 E. Court Avenue, Suite 150 Des Moines, IA 50309 Phone: 515.282.2166 Fax: 515.282.5456 Email/Web: www.allmakes.com

Quotation

Project: D8323

Page:

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9

Proj Desc: Assessors Office

Quote: D8323.001 Status: New

otatus.

Ship To: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N

Room 105 Newton, IA 50208

Sold To:	10907-00
Jasper Co	unty Accessors***
101 1st Str	reet N
Room 105	
Newton, IA	50208

Bill To: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Room 105 Newton, IA 50208

Attention: Accounts Payable **Date Entered Customer PO** Salesperson FOB **Terms** 06/04/2025 Frin Brant D Cash Before Delivery Line Loc Item Number MFG Description **Unit Price** Extended **OPEN + CONFERENCE** 1 00 **Z6CLFR** ALLST FIXED C-LEG RIGHT FOR FLAT/SQ EDGE 177 98 177 98 Line Note: **OPEN + CONFERENCE** Options: \$(P2)-P2 PAINT OPTS .PR2-PLATINUM METALLIC 2 00 HONCO HNL2116MBF 15-3/4X20-1/8X21-1/2 MOBILE PEDESTAL BOX/FILE 470.99 470.99 Line Note: OPEN + CONFERENCE Options: .E-LOOP/SATIN \$(L1STD)-GRD L1 STANDARD LAMINATES LSA1-STERLING ASH \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH 3 00 HNL231628PBBF HONCO 15-3/4WX23-1/8DX28-1/2H BOX/BOX/FILE PEDESTAL 442.63 1 442.63 Line Note: OPEN + CONFERENCE Options: .E-LOOP/SATIN .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES LSA1-STERLING ASH \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH 4 00 HNLPB1628 HONCO 15-3/4W X 27-7/8H PEDESTAL BACK PANEL 1 84.21 84.21 Line Note: OPEN + CONFERENCE Options: \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH 5 00 HNLRC2448 **HONCO** 48W X 24D RECTANGLE WORKSURFACE 171.38 171.38 Line Note: **OPEN + CONFERENCE** Options: .G-SMOOTH FLAT SA-STERLING ASH .T1-PLATINUM \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH 6 00 HNLRC2472 HONCO 72W X 24D RECTANGLE WORKSURFACE 1 228.09 228.09 **OPEN + CONFERENCE** Line Note: Options: .G-SMOOTH FLAT SA-STERLING ASH .T1-PLATINUM \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH HHATB3S2LT 7 00 HONCO 3 STAGE 2 LEG RECTANGLE T FOOT 1 469.50 469.50 Line Note: **OPEN + CONFERENCE** Options: \$(P2)-P2 PAINT OPTS .PR6-SILVER .X-STANDARD GLIDE

.MEM-MEMORY PRESET



All Makes

500 E. Court Avenue, Suite 150 Des Moines, IA 50309 Phone: 515.282.2166 Fax: 515.282.5456 Email/Web: www.allmakes.com Quotation

Page:

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Project: D8323 Proj Desc: Assessors Office

D8323.001

Quote: Status:

New

Ship To: 10907-00

Jasper County Accessors\*\*\*

101 1st Street N Room 105 Newton, IA 50208

Sold To: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Room 105 Newton, IA 50208

Bill To: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Room 105 Newton, IA 50208 Attention: Accounts Payable

Date Enter	red Customer PO		Salesperson FO		rms	
06/04/202	25		Erin Brant D	Ca	sh Before Delive	ery
Line Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
8 00	HMVR-3672G-FX	HONCO Line Note:	MOTIVATE TABLE RECT 36DX72W 2MM EDGE FIXED BASE  OPEN + CONFERENCE	1	668.06	668.06
			.N-NO GROMMETS			
			\$(L1STD)-GRD L1 STANDARD LAMINATES			
			.LSA1-STERLING ASH			
			.SA-STERLING ASH			
			.C-CASTER			
			\$(P2)-P2 PAINT OPTS			
			.T1-PLATINUM METALLIC			
9 00	NT1M	HUMAS	NEATTECH MINI, 24IN L X 4.5IN D X 4IN W	1	79.65	79.65
			OPEN + CONFERENCE GG-PINSTRIPE GRAPHITE BASKET / GRAY TRIM			
10 00	HLSL60TW	HONCO	TACKBOARD FOR 60" W WALLMOUNT TACKBOARD	1	197.62	197.62
			OPEN + CONFERENCE \$(A)-GRD A FABRIC			
			.NBLE-NOBLE			
			13-DAWN			
11 00	HLSLZ5SC72	HONCO	60"W EXTERNAL STIFFENER	1	71.10	71.10
		Line Note:	OPEN + CONFERENCE			
	Options:	.P-BLACK				
			OPEN + CONFERENCE			3,061.21
12 00	H90056	HONCO	OPEN OFFICE 10500 SERIES TCKBD FOR 72"W STACK ON STRG BCK ENCLOSURE	1	188.32	188.32
			OPEN OFFICE \$(A)-GRD A FAB			
			.NBLE-NOBLE			
			13-DAWN			
13 00	HNL11SUPP	HONCO	1-1/8WX10-1/2DX28-1/2H SUPPORT BRACE	2	93.94	187.88
		Line Note:	OPEN OFFICE			
		Options:	\$(L1STD)-GRD L1 STANDARD LAMINATES			
			.LSA1-STERLING ASH			
14 00	HNL2116MBBF	HONCO	15-3/4X20-1/8X28-3/8 MOBILE PED BOX/BOX/FILE	4	555.62	2,222.48
			OPEN OFFICE .E-LOOP/SATIN			
			\$(L1STD)-GRD L1 STANDARD LAMINATES			
			.LSA1-STERLING ASH			
			\$(L1STD)-GRD L1 STANDARD LAMINATES			
			.LSA1-STERLING ASH			
15 00	HNL243629SC	HONCO	36X24X29-1/2 STORAGE CABINET WITH DOORS	1	643.22	643.22
			OPEN OFFICE			
		Options:	.G-SMOOTH FLAT			
			SA-STERLING ASH			



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Quotation

Page: 3 of

Project: D8323 Proj Desc: Assessors Office

D8323.001 Quote:

Status: New

**Ship To**: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Room 105

Newton, IA 50208

Sold To: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Bill To: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Room 105 Room 105 Newton, IA 50208 Attention: Accounts Payable Newton, IA 50208

Date Entered Customer PO			Salesperson	FOB	Term	ıs	WHITE ST
06/04/202	25		Erin Brant	D	Cash	Before Delive	ery
Line Loc	Item Number	MFG	Description	FILE	Qty	Unit Price	Extended
16 00	HNL2436LD3	HONCO Line Note:	Description  .E-LOOP/SATIN  \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH  \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH  \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH  36X24X45-1/2 LATERAL FILE THREE DRAWER  OPEN OFFICE .G-SMOOTH FLAT SA-STERLING ASH .E-LOOP/SATIN  \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH		Qty 4	1.088.82	4,355.28
17 00	HNL3672LD	HONCO Line <b>N</b> ote:	\$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH 72X15X35-1/4 STACK-ON STORAGE LAM DOORS OPEN OFFICE		1	783.29	783.29
			\$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH				
18 00	HNLEP2428L		1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D LEF OPEN OFFICE .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH	T	2	127.79	255.58
19 00	HNLEP2428R		1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D RIGHT  OPEN OFFICE .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH		2	127.79	255.58
20 00	HNLMP7228		72W X 27-7/8H MODESTY / BACK PANEL OPEN OFFICE .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH		2	178.57	357.14
21 00	HNLRC2472		72W X 24D RECTANGLE WORKSURFACE OPEN OFFICE .G-SMOOTH FLAT SA-STERLING ASH .T1-PLATINUM		2	228.09	456.18



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Quotation

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Project: D8323

D8323.001

Proj Desc: Assessors Office

Quote: Status:

New

**Ship To**: 10907-00

Jasper County Accessors\*\*\* 101 1st Street N

Room 105 Newton, IA 50208

Sold To: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Room 105

Newton, IA 50208

Bill To: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Room 105 Newton, IA 50208 Attention: Accounts Payable

Date Enter	red Customer PO	, atendo	Salesperson	FOB	Tern	ns	Total Control
06/04/202				D	Cash	Before Delive	ery
Line Loc	Item Number	MFG	Description	200	Qty	Unit Price	Extended
		<del></del>	\$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH				
22 00	HUSLMOD1372		LAMINATE MODESTY 13H X 72W  OPEN OFFICE \$(L1STD)-GRD L1 STANDARD LAMINATES  .LSA1-STERLING ASH  .SA-STERLING ASH  .P-BLACK		1	291.88	291.88
23 00	HUSFABF2760		FABRIC FIXED A/B SCREEN 27H X 60W OPEN OFFICE \$(A)-GRADE A FABRIC .NBLE-NOBLE 13-DAWN .P-BLACK		3	450.63	1,351.89
24 00	HHN831118		FLAT BRACKET 18D OPEN OFFICE .S-CHARCOAL		2	29.06	58.12
25 00	HLSLZ5SC60		48"W EXTERNAL STIFFENER OPEN OFFICE .P-BLACK		4	63.05	252,20
26 00	HWR2424PN	HONCO	SYSTEMS RECTANULAR WKSFC EDGEBAND 24D 24W N OPEN OFFICE	X	2	136.25	272.50
			\$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH .SA-STERLING ASH				
27 00	HWV95AALP	HONCO	SYSTEMS 72X48X24X24LEFT CORNER COVE WORKSURFACE EDGEBD		1	348.13	348.13
		Line Note: Options:	\$(L1STD)-GRD L1 STANDARD LAMINATES				
			.LSA1-STERLING ASH .SA-STERLING ASH				
			.T1-PLATINUM				
28 00	HWV95AARP	HONCO	SYSTEMS 72X48X24X24RT CORNER COVE WORKSURFACE EDGEBAND		1	348.13	348.13
			OPEN OFFICE \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH .SA-STERLING ASH .T1-PLATINUM				
29 00	HHATB3S3LT		3 STAGE 3 LEG RECTANGLE T FOOT OPEN OFFICE \$(P2)-P2 PAINT OPTS .PR6-SILVER .X-STANDARD GLIDE		2	773.63	1,547.26



Sold To: 10907-00 Jasper County Accessors\*\*\*

101 1st Street N

Room 105

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Project: D8323

Proj Desc: Assessors Office

Quote:

D8323.001

Quotation

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Status:

New

Bill To: 10907-00 Jasper County Accessors\*\*\*

101 1st Street N Room 105 Newton, IA 50208 Jasper County Accessors\*\*\* 101 1st Street N Room 105 Newton, IA 50208

Ship To: 10907-00

Room 105 Newton, IA 5	50208			m 105 ton, IA 5020	)8		
	ed Customer PO		Salesperson	FOB	Tern		
06/04/202			Erin Brant	D		n Before Delive	
Line Loc	Item Number	MFG	Description		Qty	Unit Price	Extended
30 00	NT1M	HUMAS Line Note: Options:	MEM-MEMORY PRESET  NEATTECH MINI, 24IN L X 4.5IN D X 4IN W  OPEN OFFICE GG-PINSTRIPE GRAPHITE BASKET / GRAY TR	IM	2	79.65	159.3
			OPEN OFFICE				14,334.3
31 00	H90056	HONCO Line Note:	PRIVATE OFFICE 10500 SERIES TCKBD FOR 72"W STACK ON S BCK ENCLOSURE PRIVATE OFFICE \$(A)-GRD A FAB	TRG	1	188.32	188.3
		Options.	.NBLE-NOBLE 13-DAWN				
32 00	HLSLZ5SC54		<b>42"W EXTERNAL STIFFENER</b> PRIVATE OFFICE .P-BLACK		2	60.09	120.1
33 00	HNL2116MBF	HONCO Line Note: Options:	15-3/4X20-1/8X21-1/2 MOBILE PEDESTAL BOX PRIVATE OFFICE .E-LOOP/SATIN \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH	(/FILE	.1	470.99	470.9
34 00	HNL231828PBBF	HONCO Line Note: Options:	18WX23-1/8DX28-1/2H BOX/BOX/FILE PEDEST PRIVATE OFFICE .E-LOOP/SATIN .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH	AL	2	486.65	973.3
35 00	HNL233628PLF	HONCO Line Note: Options:	36WX23-1/8DX28-1/2H LATERAL FILE PEDEST PRIVATE OFFICE .E-LOOP/SATIN .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH	<sup>-</sup> AL	2	652.53	1,305.0
36 00	HNL24SHR	HONCO Line Note: Options:	SHROUD 24"D PRIVATE OFFICE .R-RIGHT HAND T1-PLATINUM \$(L1STD)-L1 STANDARD LAM OPTS		1	509.07	509.0

.LSA1-STERLING ASH



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Quotation

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D8323 Project:

Proj Desc: Assessors Office

Quote:

D8323.001

Status: New

**Ship To:** 10907-00 Jasper County Accessors\*\*\* 101 1st Street N

Room 105 Newton, IA 50208

Sold To: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Room 105 Newton, IA 50208

Bill To: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Room 105 Newton, IA 50208 Attention: Accounts Payable

Date Enter	ed Customer PO		Salesperson	FOB	Tern	ns	
06/04/202				D		n Before Delive	ery
Line Loc	Item Number	MFG	Description		Qty	Unit Price	Extended
37 00	HNL30SHR	HONCO Line Note: Options:	SHROUD 30"D PRIVATE OFFICE .R-RIGHT HAND T1-PLATINUM \$(L1STD)-L1 STANDARD LAM OPTS .LSA1-STERLING ASH		1	519.23	519.23
38 00	HNL30SHR	HONCO Line Note: Options:	SHROUD 30"D  PRIVATE OFFICE .X-NO GROMMET  \$(L1STD)-L1 STANDARD LAM OPTS .LSA1-STERLING ASH		1	519.23	519.23
39 00	HNL3672LD	HONCO Line Note: Options:	72X15X35-1/4 STACK-ON STORAGE LAM DOORS PRIVATE OFFICE \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH		1	783.29	783.29
40 00	HNLAB3SIL	HONCO Line Note: Options:	2 STAGE HAT 3 INTEGRATED LEG		1	768.90	768.90
41 00	HNLMP3628	HONCO Line Note: Options:	36W X 27-7/8H MODESTY / PED BACK PANEL		1	118.07	118.07
42 00	HNLMP7228	HONCO Line Note: Options:	72W X 27-7/8H MODESTY / BACK PANEL PRIVATE OFFICE .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH		1	178.57	178.57
43 00	HNLRC2436V		36W X 24D RECT WORKSURFACE / PED TOP VER' GRAIN PRIVATE OFFICE .G-SMOOTH FLAT SA-STERLING ASH .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH	г	1	144.73	144.73
44 00	HNLRC2472	HONCO Line Note: Options:	72W X 24D RECTANGLE WORKSURFACE PRIVATE OFFICE .G-SMOOTH FLAT SA-STERLING ASH .T1-PLATINUM		1	228.09	228.09



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Quotation

Extended

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Project: D8323

Proj Desc: Assessors Office

Quote:

D8323.001

Status: New

Ship To: 10907-00

Jasper County Accessors\*\*\* 101 1st Street N Room 105 Newton, IA 50208

**Sold To**: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Room 105 Newton, IA 50208

Bill To: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Room 105 Newton, IA 50208

Attention: Accounts Payable FOB Salesperson Terms **Date Entered Customer PO** D 06/04/2025 Erin Brant Cash Before Delivery Line Loc Item Number MFG Description Qty Unit Price

			\$(L1STD)-GRD L1 STANDARD LAMINATES			
			.LSA1-STERLING ASH			
45 00	HUSLMOD1348		PRIVATE MODESTY 13H X 48W PRIVATE OFFICE \$(L1STD)-GRD L1 STANDARD LAMINATES .LSA1-STERLING ASH	1	210.00	210.00
			.SA-STERLING ASH .P-BLACK			
46 00	HHN831118	HONCO	FLAT BRACKET 18D	1	29.06	29.06
			PRIVATE OFFICE .S-CHARCOAL			
47 00	HWR3024PN	HONCO	SYSTEMS RECT WKSFC EDGEBAND 30D X 24W NO GROM	1	142.19	142.19
			PRIVATE OFFICE \$(L1STD)-GRD L1 STANDARD LAMINATES			
			.LSA1-STERLING ASH			
			.SA-STERLING ASH			
48 00	HWV95ABLPN	HONCO	SYSTEMS 72X48X24X30 LFT CORNER COVE WRKSRF EDG	1	358.75	358.75
			PRIVATE OFFICE \$(L1STD)-GRD L1 STANDARD LAMINATES			
			.LSA1-STERLING ASH			
			.SA-STERLING ASH			
49 00	NT1M	HUMAS	NEATTECH MINI, 24IN L X 4.5IN D X 4IN W	1	79.65	79.65
			PRIVATE OFFICE GG-PINSTRIPE GRAPHITE BASKET / GRAY TRIM			
50 00	HLSL36TW	HONCO	WM TACKBOARD FOR 36W WM OVERHEAD	1	151.50	151.50
		Line Note: Options:	PRIVATE OFFICE \$(A)-GRD A FABRIC			
			.NBLE-NOBLE			
			13-DAWN			
			PRIVATE OFFICE			7,798.18
			Labor to Receive, Deliver and Install Furniture during Normal Business Hours.			
51 00	*LABOR CHARGE - NON TAXABLE	IOWAOFFICE	*Labor Charge - Non Taxable	1	2,245.00	2,245.00
	30 1000	Line Note:	Labor to Receive, Deliver and Install Furniture during Normal Business Hours.			
			Labor to Receive, Deliver and Install			2,245.00

Labor to Receive, Deliver and Install **Furniture during Normal Business** 

Hours.



Sold To: 10907-00

101 1st Street N

Room 105

Jasper County Accessors\*\*\*

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Bill To: 10907-00

101 1st Street N

Room 105

Jasper County Accessors\*\*\*

Quotation

Page:

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27,438.75

Project: D8323 Proj Desc: Assessors Office

Quote:

D8323.001

Status:

New

Ship To: 10907-00

Jasper County Accessors\*\*\*

101 1st Street N Room 105

Subtotal

Newton, IA 50208

Newton, IA 50208 Newton, IA 50208 Attention: Accounts Payable FOB Terms **Date Entered Customer PO** Salesperson Cash Before Delivery 06/04/2025 Erin Brant Line Loc Item Number MFG Description **Unit Price** Extended 27.438.75 Subtotal **TOTAL AMOUNT -**USD 27,438.75 27,438.75 Deposit Required: This Quote will expire on: July 06, 2025 **TERMS AND CONDITIONS** ACCEPTANCE AND INCORPORTATION BY REFERENCE. This quotation becomes a contract when accepted by All Makes and is subject to All Makes full terms and conditions available at any All Makes' location and by request. Orders over \$5,000 will incur a 3% convenience fee when paid by credit card. DEPOSITS. A 50% deposit is required for special orders from buyers with a commercial credit account in good standing; a 75% deposit is required for projects over \$100,000. A 100% deposit is required for orders from buyers without an account and is due upon acceptance. Remaining balances are due per the terms above. CANCELLATION AND CHANGES. Special order merchandise is non-returnable. Cancelling or making changes to an order after acceptance will be subjected to a restocking fee. WARRANTY. All new products are guaranteed to be free from defects in material or workmanship for a period of at least twelve (12) months from the date of delivery unless specified by mfg. warranty. Defective products will be repaired or replaced with proof of purchase. All used products are sold AS IS with NO WARRANTY and may not be returned.

	Total	27,438.75	
PRINT NAME	TITLE		
SIGNATURE	DATE		



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Quotation

9

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14,334.36

7,798.18

D8323 Project:

Proj Desc: Assessors Office

D8323.001 Quote: Status: New

Ship To: 10907-00

Jasper County Accessors\*\*\* 101 1st Street N

Room 105 Newton, IA 50208

0.00

0.00

Sold To: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Room 105 Newton, IA 50208

**OPEN OFFICE** 

PRIVATE OFFICE

Bill To: 10907-00 Jasper County Accessors\*\*\* 101 1st Street N Room 105 Newton, IA 50208 Attention: Accounts Payable

Date Entered Customer PO	Salesperson	FOB	Terms
06/04/2025	Erin Brant	D	Cash Before Delivery
Summary:			
Line Note	Extended Price	Tax	Total Amount
OPEN + CONFERENCE	3,061.21	0.00	3,061.21

14,334.36

7,798.18

Labor to Receive, Deliver and Install Furniture during Normal Business Hours.	2,245.00	0.00	2,245.00
Totals:	27.438.75	0.00	27,438.75



Des Moines, IA 50309 (T) 515-288-7090 (F) 515-288-0250 www.workspaceinc.net

**Quotation** 83890 **Quote Date 06/16/25 Customer Order Project Customer JASPCO** Terms Net 30

#### **Account Representative Mason** Lundy

DATE

Quote To Accounts Payable Jasper County 315 W 3RD ST N NEWTON IA 50208-2015 Ship To Adam Sparks Jasper County 101 1st St N Newton IA 50208-3272

Receiving Location: Room 105

Phone +1 (641) 521-8844 asparks@jasperia.org

ACCEPTED BY\_

Phone +1 (641) 762-2196 asparks@jasperia.org

Sales Location Des Moines Corporate Office

This quote includes any applicable vendor tariffs/surcharges. Should any new tariffs/surcharges arise after this quote is provided, Workspace will amend the quote to include any new tariffs/surcharges, for client approval.

Invoice will include any vendor surcharges in effect at the time of order.

Workspace reserves the right to apply a contingency fee of up to 5% of the quoted total to recover unplanned costs incurred during delivery/installation such as additional handling/trips due to job site readiness, storage needs, and

chang	es to scope.							
Descr	ription	Quantity	Unit Price	Extended Price				
1	HNL2116MBF - 15-3/4x20-1/8x21-1/2 Mobile Pedestal box/file Select Handle Detail:	1	433.41	433.41				
	.E: Loop/Satin							
	Select Chassis Color:							
	\$(L1STD): Grd L1 Standard Laminates							
	.LSA1: Sterling Ash							
	Select Front Color:							
	\$(L1STD): Grd L1 Standard Laminates							
	.LSA1: Sterling Ash							
	HON INDUST							
	Tag For OPEN + CONFERENCE							
2	HNL231628PBBF - 15-3/4Wx23-1/8Dx28-1/2H Box/Box/File Pedestal Select Handle Detail:	1	407.33	407.33				
	.E: Loop/Satin							
	Select Grommet Color:							
	.X: No Grommet							
	Select Chassis Color:							
	ACCEPTANCE SUBJECT TO TERMS A	AND CONDITIONS						

TITLE



ACCEPTED BY\_

**Quotation** 83890 Page 2 / 14 (cont'd)

DATE\_

309 Locust St. Des Moines, IA 50309 (T) 515-288-7090 (F) 515-288-0250 www.workspaceinc.net

Desc	cription	Quantity	Unit Price	Extended Price
2	\$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Front Color: \$(L1STD): Grd L1 Standard Laminates			
	.LSA1: Sterling Ash			
	HON INDUST			
	Tag For OPEN + CONFERENCE			
3	HNLPB1628 - 15-3/4W x 27-7/8H Pedestal Back Panel Select Laminate Color: \$(L1STD): Grd L1 Standard Laminates	1	77.49	77.49
	.LSA1: Sterling Ash			
	HON INDUST			
	Tag For OPEN + CONFERENCE			
4	HNLRC2448 - 48W x 24D Rectangle Worksurface Select Edge Detail:	1	157.72	157.72
	.G: Smooth Flat			
	SA: Sterling Ash			
	Select Grommet Color:			
	.T1: Platinum			
	Select Top Laminate Color:			
	\$(L1STD): Grd L1 Standard Laminates			
	.LSA1: Sterling Ash			
	HON INDUST Tag For OPEN + CONFERENCE			
5	HNLRC2472 - 72W x 24D Rectangle Worksurface	1	209.89	209.89
5	Select Edge Detail:	•	203.03	203.0
	.G: Smooth Flat			
	SA: Sterling Ash			
	Select Grommet Color:			
	.T1: Platinum			
	Select Top Laminate Color:			
	\$(L1STD): Grd L1 Standard Laminates			
	.LSA1: Sterling Ash			
	HON INDUST			
	Tag For OPEN + CONFERENCE			
6	HHATB3S2LT - 3 Stage 2 Leg Rectangle T Foot	1	487.54	487.5
		MS AND CONDITIONS		

TITLE\_



**Quotation** 83890 Page 3 / 14 (cont'd)

DATE\_

309 Locust St.
Des Moines, IA 50309
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www.workspaceinc.net

Desc	ription	Quantity	Unit Price	Extended Price
6	Select Paint Grade:  \$(P2): P2 Paint Opts .PR6: Silver Select Glide: .X: Standard Glide Select Keypad: .MEM: Memory Preset HON INDUST Tag For OPEN + CONFERENCE			
7	HMVR-3672G-FX - Motivate Table Rect 36Dx72W 2mm Edge Fixed Base Select Grommet Location:  .N: No Grommets Select Grade: \$(L1STD): Grd L1 Standard Laminates  .LSA1: Sterling Ash Select Edge Color:  .SA: Sterling Ash Select Caster/Glide Option:  .C: Caster Select Paint Grade: \$(P2): P2 Paint Opts  .T1: Platinum Metallic HON INDUST Tag For OPEN + CONFERENCE	1	648.38	648.38
9	HLSL60TW - Tackboard for 60" W Wallmount Tackboard FABRIC SELECTION: \$(A): Grd A Fabric .NBLE: Noble 13: Dawn HON INDUST Tag For OPEN + CONFERENCE  HLSLZ5SC72 - 60"W External Stiffener Select Color Option: .P: Black HON INDUST Tag For OPEN + CONFERENCE	1	181.86 65.42	181.86 65.42
	ACCEPTANCE SUBJECT TO TERMS	AND CONDITIONS		

TITLE\_

ACCEPTED BY\_\_\_



ACCEPTED BY\_

**Quotation** 83890 Page 4 / 14 (cont'd)

DATE\_

309 Locust St. Des Moines, IA 50309 (T) 515-288-7090 (F) 515-288-0250 www.workspaceinc.net

Desci	ription	Quantity	Unit Price	Extended Price
10	H90056 - 10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure Fabric Selection:	1	173.29	173.29
	\$(A): Grd A Fab			
	.NBLE: Noble			
	13: Dawn			
	HON INDUST			
	Tag For OPEN OFFICE			
11	HNL11SUPP - 1-1/8Wx10-1/2Dx28-1/2H Support Brace	2	86.45	172.90
	Select Laminate Color:			
	\$(L1STD): Grd L1 Standard Laminates			
	.LSA1: Sterling Ash			
	HON INDUST			
	Tag For OPEN OFFICE			
12	HNL2116MBBF - 15-3/4x20-1/8x28-3/8 Mobile Ped box/box/file Select Handle Detail:	4	511.29	2,045.16
	.E: Loop/Satin			
	Select Chassis Color:			
	\$(L1STD): Grd L1 Standard Laminates			
	.LSA1: Sterling Ash			
	Select Front Color:			
	\$(L1STD): Grd L1 Standard Laminates			
	.LSA1: Sterling Ash			
	HON INDUST			
	Tag For OPEN OFFICE			
13	HNL243629SC - 36x24x29-1/2 Storage Cabinet with doors	1	591.91	591.91
	Select Edge Detail:	-	331.31	331.31
	.G: Smooth Flat			
	SA: Sterling Ash			
	Select Handle Detail:			
	.E: Loop/Satin			
	Select Top Laminate Color:			
	\$(L1STD): Grd L1 Standard Laminates			
	.LSA1: Sterling Ash			
	Select Chassis Laminate Color:			
	\$(L1STD): Grd L1 Standard Laminates			
	ACCEPTANCE SUBJECT TO TERM	S AND CONDITIONS		

TITLE



**Quotation** 83890 Page 5 / 14 (cont'd)

309 Locust St. Des Moines, IA 50309 (T) 515-288-7090 (F) 515-288-0250 www.workspaceinc.net

Desc	ription	Quantity	Unit Price	Extended Price
13	.LSA1: Sterling Ash Select Front Color: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash HON INDUST Tag For OPEN OFFICE			
14	HNL2436LD3 - 36x24x45-1/2 Lateral File three drawer  Select Edge Detail:  .G: Smooth Flat  SA: Sterling Ash  Select Handle Detail:  .E: Loop/Satin  Select Top Laminate Color:  \$(L1STD): Grd L1 Standard Laminates  .LSA1: Sterling Ash  Select Chassis Laminate Color:  \$(L1STD): Grd L1 Standard Laminates  .LSA1: Sterling Ash  Select Front Color:  \$(L1STD): Grd L1 Standard Laminates  .LSA1: Sterling Ash  Select Front Color:  \$(L1STD): Grd L1 Standard Laminates  .LSA1: Sterling Ash  HON INDUST  Tag For OPEN OFFICE	4	1,001.95	4,007.80
15	HNL3672LD - 72x15x35-1/4 Stack-on Storage lam doors Select Chassis Color: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Front Color: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash HON INDUST Tag For OPEN OFFICE	1	720.80	720.80
16	HNLEP2428L - 1-1/8Wx23-1/8Dx28-1/2H End Panel for 24D Left Select Grommet Color: .X: No Grommet Select Laminate Color:  ACCEPTED BY TILE	2 S AND CONDITIONS	117.60 DAT	235.20
	ACCEPTED BYTITLE		DA1	



**Quotation** 83890 Page 6 / 14 (cont'd)

Desc	ription	Quantity	Unit Price	Extended Price
16	\$(L1STD): Grd L1 Standard Laminates  .LSA1: Sterling Ash  HON INDUST  Tag For OPEN OFFICE			
17	HNLEP2428R - 1-1/8Wx23-1/8Dx28-1/2H End Panel for 24D Right Select Grommet Color: .X: No Grommet Select Laminate Color: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash HON INDUST Tag For OPEN OFFICE	2	117.60	235.20
18	HNLMP7228 - 72W x 27-7/8H Modesty / Back Panel Select Grommet Color: .X: No Grommet Select Laminate Color: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash HON INDUST Tag For OPEN OFFICE	2	164.33	328.66
19	HNLRC2472 - 72W x 24D Rectangle Worksurface Select Edge Detail: .G: Smooth Flat SA: Sterling Ash Select Grommet Color: .T1: Platinum Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash HON INDUST Tag For OPEN OFFICE	2	209.89	419.78
20	HUSLMOD1372 - Laminate Modesty 13h x 72w Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Edgeband Color:  ACCEPTANCE SUBJECT TO TERM	1 MS AND CONDITIONS	423.05	423.05
	ACCEPTED BYTITLE		DA	



**Quotation** 83890 Page 7 / 14 (cont'd)

309 Locust St. Des Moines, IA 50309 (T) 515-288-7090 (F) 515-288-0250 www.workspaceinc.net

Desc	Description		Unit Price	Extended Price
20	.SA: Sterling Ash Select Color Option: .P: Black			
	HON INDUST			
	Tag For OPEN OFFICE			
21	HUSFABF2760 - Fabric Fixed A/B Screen 27h x 60w	3	653.14	1,959.42
	Fabric Selection:			
	\$(A): Grade A Fabric			
	.NBLE: Noble			
	13: Dawn			
	Select Color Option:			
	.P: Black			
	HON INDUST			
	Tag For OPEN OFFICE			
22	HHN831118 - Flat Bracket 18D	2	27.68	55.36
	Select Color Option:			
	.S: Charcoal			
	HON INDUST			
	Tag For OPEN OFFICE			
23	HLSLZ5SC60 - 48"W External Stiffener	4	58.02	232.08
	Select Color Option:			
	.P: Black			
	HON INDUST			
	Tag For OPEN OFFICE			
24	HWR2442PN - Systems Rectangular Wksfc Edgeband 24D x 42W N Select Laminate:	2	161.33	322.66
	\$(L1STD): Grd L1 Standard Laminates			
	.LSA1: Sterling Ash			
	Select Edgeband Color:			
	.SA: Sterling Ash			
	HON INDUST			
	Tag For OPEN OFFICE			
25	HWV95AALP - Systems 72x48x24x24Left Corner Cove Worksurface Edgebd Select Laminate:	1	331.58	331.58
	\$(L1STD): Grd L1 Standard Laminates			
	ACCEPTANCE SUBJECT TO TERMS	AND CONDITIONS		
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ACCEPTED BY\_

www.workspaceinc.net

**Quotation** 83890 Page 8 / 14 (cont'd)

DATE\_

**Extended Price** Unit Price Description Quantity 25 .LSA1: Sterling Ash Select Edgeband Color: .SA: Sterling Ash Select Grommet Color: .T1: Platinum HON INDUST Tag For **OPEN OFFICE** 1 331.58 331.58 26 HWV95AARP - Systems 72x48x24x24Rt Corner Cove Worksurface Edgeband Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Edgeband Color: .SA: Sterling Ash Select Grommet Color: .T1: Platinum HON INDUST **OPEN OFFICE** Tag For 2 27 HHATB3S3LT - 3 Stage 3 Leg Rectangle T Foot 803.35 1,606.70 Select Paint Grade: \$(P2): P2 Paint Opts .PR6: Silver Select Glide: .X: Standard Glide Select Keypad: .MEM: Memory Preset HON INDUST **OPEN OFFICE** Tag For 28 H90056 - 10500 Series Tckbd for 72"W Stack on Strg Bck 1 173.29 173.29 Enclosure Fabric Selection: \$(A): Grd A Fab .NBLE: Noble 13: Dawn HON INDUST Tag For PRIVATE OFFICE 29 HLSLZ5SC54 - 42"W External Stiffener 2 55.29 110.58 ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

TITLE



**Quotation** 83890 Page 9 / 14 (cont'd)

309 Locust St. Des Moines, IA 50309 (T) 515-288-7090 (F) 515-288-0250 www.workspaceinc.net

Des	cription	Quantity	Unit Price	it Price Extended Price	
29	Select Color Option:				
	.P: Black				
	HON INDUST				
	Tag For PRIVATE OFFICE				
30	HNL2116MBF - 15-3/4x20-1/8x21-1/2 Mobile Pedestal box/file Select Handle Detail:	1	433.41	433.41	
	.E: Loop/Satin				
	Select Chassis Color:				
	\$(L1STD): Grd L1 Standard Laminates				
	.LSA1: Sterling Ash				
	Select Front Color:				
	\$(L1STD): Grd L1 Standard Laminates				
	.LSA1: Sterling Ash				
	HON INDUST				
	Tag For PRIVATE OFFICE				
31	HNL231828PBBF - 18Wx23-1/8Dx28-1/2H Box/Box/File Pedestal Select Handle Detail:	2	447.82	895.64	
	.E: Loop/Satin				
	Select Grommet Color:				
	.X: No Grommet				
	Select Chassis Color:				
	\$(L1STD): Grd L1 Standard Laminates				
	.LSA1: Sterling Ash				
	Select Front Color:				
	\$(L1STD): Grd L1 Standard Laminates				
	.LSA1: Sterling Ash				
	HON INDUST				
	Tag For PRIVATE OFFICE				
32	HNL233628PLF - 36Wx23-1/8Dx28-1/2H Lateral File Pedestal Select Handle Detail:	2	600.47	1,200.94	
	.E: Loop/Satin				
	Select Grommet Color:				
	.X: No Grommet				
	Select Chassis Color:				
	\$(L1STD): Grd L1 Standard Laminates				
	ACCEPTANCE SUBJECT TO TER	RMS AND CONDITIONS			
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**Quotation** 83890 Page 10 / 14 (cont'd)

Desc	Description		Unit Price	Extended Price
32	.LSA1: Sterling Ash Select Front Color: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash HON INDUST			
	Tag For PRIVATE OFFICE		468.46	468.46
33	HNL24SHR - Shroud 24"D Select Grommet:	1	400.40	400.40
	R: Right Hand			
	T1: Platinum			
	Chassis Laminate Option:			
	\$(L1STD): L1 Standard Lam Opts			
	.LSA1: Sterling Ash			
	HON INDUST			
	Tag For PRIVATE OFFICE			
34	HNL30SHR - Shroud 30"D	1	477.81	477.81
	Select Grommet:			
	.R: Right Hand			
	T1: Platinum			
	Chassis Laminate Option:			
	\$(L1STD): L1 Standard Lam Opts			
	.LSA1: Sterling Ash			
	HON INDUST			
	Tag For PRIVATE OFFICE			
35	HNL30SHR - Shroud 30"D	1	477.81	477.81
	Select Grommet:			
	.X: No Grommet			
	Chassis Laminate Option:			
	\$(L1STD): L1 Standard Lam Opts			
	.LSA1: Sterling Ash			
	HON INDUST			
	Tag For PRIVATE OFFICE			
36	HNL3672LD - 72x15x35-1/4 Stack-on Storage lam doors	1	720.80	720.80
	Select Chassis Color:			
	\$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash			
	LOAT. Stelling Asil			
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**Quotation** 83890 Page 11 / 14 (cont'd)

Desc	cription	Quantity	Unit Price	Extended Price
36	Select Front Color:  \$(L1STD): Grd L1 Standard Laminates  .LSA1: Sterling Ash HON INDUST Tag For PRIVATE OFFICE			
37	HNLAB3SIL - 2 Stage HAT 3 Integrated Leg Paint Option:  \$(P2): P2 Paint Opts  .PR6: Silver Select Keypad:  .MEM: Memory Preset HON INDUST Tag For PRIVATE OFFICE	1	707.56	707.56
38	HNLMP3628 - 36W x 27-7/8H Modesty / Ped Back Panel Select Grommet Color: .X: No Grommet Select Laminate Color: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash HON INDUST Tag For PRIVATE OFFICE	1	108.65	108.65
39	HNLMP7228 - 72W x 27-7/8H Modesty / Back Panel Select Grommet Color: .X: No Grommet Select Laminate Color: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash HON INDUST Tag For PRIVATE OFFICE	1	164.33	164.33
40	HNLRC2436V - 36W x 24D Rect Worksurface / Ped Top vert grain Select Edge Detail: .G: Smooth Flat SA: Sterling Ash Select Grommet Color: .X: No Grommet Select Top Laminate Color: ACCEPTANCE SUBJECT TO TERMS	1 AND CONDITIONS	133.18	133.18
	ACCEPTED BYTITLE		DAT	E



**Quotation** 83890 Page 12 / 14 (cont'd)

309 Locust St. Des Moines, IA 50309 (T) 515-288-7090 (F) 515-288-0250 www.workspaceinc.net

Desc	cription	Quantity	Unit Price	Extended Price
40	\$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash HON INDUST			
	Tag For PRIVATE OFFICE			
41	HNLRC2472 - 72W x 24D Rectangle Worksurface	1	209.89	209.89
	Select Edge Detail:			
	.G: Smooth Flat			
	SA: Sterling Ash			
	Select Grommet Color:			
	.T1: Platinum			
	Select Top Laminate Color:			
	\$(L1STD): Grd L1 Standard Laminates			
	.LSA1: Sterling Ash			
	HON INDUST			
	Tag For PRIVATE OFFICE			
42	HUSLMOD1348 - Laminate Modesty 13h x 48w	1	304.38	304.38
	Select Laminate:			
	\$(L1STD): Grd L1 Standard Laminates			
	.LSA1: Sterling Ash			
	Select Edgeband Color:			
	.SA: Sterling Ash			
	Select Color Option:			
	.P: Black			
	HON INDUST			
	Tag For PRIVATE OFFICE			
43	HHN831118 - Flat Bracket 18D	1	27.68	27.68
	Select Color Option:			
	.S: Charcoal			
	HON INDUST			
	Tag For PRIVATE OFFICE			
44	HWR3024PN - Systems Rect Wksfc Edgeband 30D x 24W No Grom Select Laminate:	1	135.44	135.44
	\$(L1STD): Grd L1 Standard Laminates			
	.LSA1: Sterling Ash			
	Select Edgeband Color:			
	.SA: Sterling Ash			
	ACCEPTANCE SUBJECT TO TERM	AS AND CONDITIONS		
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	ACCEPTED BYTITLE		DA	TE



**Quotation** 83890 Page 13 / 14 (cont'd)

309 Locust St. Des Moines, IA 50309 (T) 515-288-7090 (F) 515-288-0250 www.workspaceinc.net

Desc	cription	Quantity	Unit Price	Extended Price
44	HON INDUST Tag For PRIVATE OFFICE			
45	HWV95ABLPN - Systems 72x48x24x30 Lft Corner Cove Wrksrf Edg Select Laminate:	1	341.69	341.69
	\$(L1STD): Grd L1 Standard Laminates			
	.LSA1: Sterling Ash			
	Select Edgeband Color:			
	.SA: Sterling Ash			
	HON INDUST			
	Tag For PRIVATE OFFICE			
46	HLSL36TW - WM Tackboard for 36W WM Overhead FABRIC SELECTION:	1	139.41	139.41
	\$(A): Grd A Fabric			
	.NBLE: Noble			
	13: Dawn			
	HON INDUST			
	Tag For PRIVATE OFFICE			
47	HSDSL29 - Abode Shared Leg	1	171.45	171.45
	Select Paint Color:			
	\$(P2): P2 Paint Opts			
	.T1: Platinum Metallic			
	HON INDUST			
	Tag For OPEN + CONFERENCE			
48	HJTRGH24 - 24" Cable Management Tray - Black Only	3	46.66	139.98
	Select Paint Color:			
	.P: Black			
	HON INDUST			
Quot	ration Totals			
	Total			24,404.55
	KSPACE Installation			3,550.00
Gran	nd Total			27,954.55

End of Quotation

## ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY	TITLE	DATE



Quotation 83890 Page 14 / 14 (cont'd)

309 Locust St. Des Moines, IA 50309 (T) 515-288-7090 (F) 515-288-0250 www.workspaceinc.net

#### TERMS AND CONDITIONS OF SALE

1. ORDERS: It is understood and agreed that an order cannot be cancelled except by mutual consent, subject to Manufacturer's approval. If a percentage cancellation charge is made by Manufacturer, the percentage will be applied to the contract cost of the items cancelled and will be invoiced to the Custom-er/Purchaser. If Manufacturer is unable to accommodate the request for cancellation, the sale will be final.

2. CHANGE ORDERS: Request to change the scope of the project after product has been ordered or the labor quote has been approved by purchaser may

3. RETURNS: Merchandise is not returnable unless it has been authorized by the Manufacturer with the Purchaser bearing all costs including freight, pickup, delivery, Manufacturer restocking fees, plus 15% of purchase cost to offset overhead expenses by Seller.

4. PRICE: All prices quoted are firm for 30 days from the date of this proposal, unless otherwise specifically noted.

delivery, Manufacturer restocking fees, plus 15% of purchase cost to offset overhead expenses by Seller.

4. PRICE: All prices quoted are firm for 30 days from the date of this proposal, unless otherwise specifically noted.

5. TAX: Proposals and orders are subject to applicable sales tax.

6. TERMS: Net 30 days.

7. DELIVERY: In the event that delivery/installation is provided as part of the sale, the following provisions shall apply.

A. Job Site: The job site shall be clear and free of debris prior to installation. Site preparation performed by Seller's employees, including but not limited to, clearing debris or moving of Purchaser's furniture, shall be charged to the Purchaser as Seller's normal hourly rate.

B. Job Site Services: Electric current, heat, hoisting and/or elevator service will be furnished without charge to Seller. Adequate facilities for offloading, staging, moving, and handling of goods shall be provided by Purchaser.

C. Delivery Hours: The sale price is based on the installation being made during the normal eight-hour, five-day work week, Monday through Friday. If delivery/installation is required at a time other than these, Purchaser agrees to pay Seller at the applicable overtime rate.

D. Risk of Loss: Upon delivery of goods by Seller to Purchaser's requested location, all risk of loss or damage shall pass to Purchaser, including, but not limited to any loss or damage by weather, other trades such as painting, plastering, wall covering, drapes, curtains, window coverings, blinds and window treatments; telephone installation, lire or other elements; and Purchaser agrees to hold Seller harmless from loss for such reasons.

E. Any changes to delivery/installation location or timing due to job site readiness may include additional labor charges due to redelivery or double handling of products. These charges will be calculated using Seller's normal labor rate.

F. Partial deliveries can be made at the Purchaser's request for an additional charge. Unplanned partial deliveries may result in a

installation of entire order are complete. Deposit amounts will be deducted from the final invoice. No proration of deposit will be made on partial delivery or installation.

11. ACCEPTANCE: All goods shall be considered accepted after the Purchaser or his agent has signed the delivery copy of the "delivery receipt". All claims or exceptions must be made in writing on this copy. If Purchaser is dissatisfied at the time of delivery/installation, it should be noted on the "delivery receipt" or "punch list". Buyer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected. However, it is expressly understood that the remaining 90% of the invoice is due and payable under the normal credit/payment terms extended by Seller, regardless of the presence or extent of Punch List items.

12. LIMITED LIABILITY: the goods and services incidental to their sale described in this proposal are sold subject only to such warranties as are made by manufacturers of the goods. Seller will cooperate with Purchaser in obtaining adjustments from manufacturers for a breach of any such manufacturer's warranty. However, Seller neither guarantees nor warrants that the manufacturer will comply with the terms of its warranty; and Seller does not adopt, quarantee or warranty that the manufacturer will comply with its obligations. Seller shall not be liable for defects in, or loss to the goods sold, or caused by the goods sold. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER SHALL NOT BE LIABLE FOR ANY ACTUAL, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PURCASER OR TO ANY THIRD PARTY AS A CONSEQUENCE OF THE ALLEGED BREACH OF ANY SUCH WARRANTY. Purchaser agrees to indemnify and hold harmless Seller and its agents and employees of and from any claims for damage of loss due to damage or injury caused by the goods after delivery to Purchaser.

13. LIEN AND SECUR

15. TRADE/MANUFACTURE STANDARDS: The goods shall be subject to reasonable variation from standard in color, quality, finish and variations allowed by the trade customs of the industry.

16. LACK OF CONTROL: Seller shall not be liable for any damages arising out of failure, delay or interruption in the performance of this proposal/order caused by strike, flood, wind, war, civil disturbance, fire, act of God, shortage of labor or materials, or any other matter beyond its direct and sole control.

17. ADDITIONAL TERMS: Purchaser hereby authorizes Seller to inquire into and make investigation of the credit and credit history of the Customer and the instruction with any orders of the Customer and converted the converted severable. Purchaser shall be liable for any part of the goods described in the proposal/order and any invoice submitted hereunder. Purchaser shall pay the monies due hereunder and all invoices submitted hereunder in accordance with their terms, and shall not be entitled to any set-off or to withhold any payment or portion thereof. All invoices not paid in accordance with the terms hereof shall accrue interest at the rate of 1.5 per month (18% per annum). All payments on past due invoices shall be first applied to accrued interest and then to open invoice amounts.

18. PAYMENT OPTIONS: Seller reserves the right to charge a credit card fee if that payment method is chosen. This fee will be added to the total of the transaction and will be equal to the cost of processing the selected credit card.

ACCEPTANCE	SLIB IFCT TO	TERMS AND	COMPITIONS

ACCEPTED BY	TITLE	DATE
A00E1 1EB B1		

# Jasper County Treasurer Doug Bishop

## **Jasper County Board of Supervisors**

Iowa Code 427.9 Suspension of Taxes

Please consider this a request for the suspension of taxes and special assessments on the following parcels:

2024 Tax Year 2025/2026 Payable Years

083221014	Newton	BROSE
1102482008	Colfax	PETERSON
L06L11256	Newton	SAMUELSON
0232384001	Ira	WINNINGHAM

# JASPER COUNTY TREASURER NEWTON, IA

## REQUEST FOR CANCELLATION OF CHECKS

June 24 2025

To the Jasper County Board of Supervisors:

19944 09/05/2023 \$2.00 20164 04/23/2024 \$16.00

Doug Bishop
JASPER COUNTY TREASURER

## **MEMORANDUM OF UNDERSTANDING**

Between the City of Newton and Jasper County, Iowa Regarding Waiver of Liability for Temporary Absence or Failure of Operational Sprinkler System

This Memorandum of Understanding (the "MOU") is entered into by and between the City of Newton, lowa ("City"), a municipal corporation, and Jasper County, lowa ("County"), a political subdivision of the State of Iowa, collectively referred to as the "Parties."

**WHEREAS**, the City owns and operates certain facilities within the jurisdiction of the County, including buildings that may not currently contain an operational sprinkler system, or in which the sprinkler system currently may be non-functional; and

WHEREAS, the County has expressed concerns regarding potential risks to public safety in the event of a fire or other emergency where a functioning sprinkler system could mitigate injury or loss of life; and

WHEREAS, the City acknowledges these concerns and the importance of safety systems, and desires clarification and limitation of liability in relation to any such system's failure or absence;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

## 1. Release of Liability

The City of Newton hereby agrees to release, waive, and discharge Jasper County, lowa, its officers, agents, employees, and assigns from any and all claims, demands, actions, causes of action, liability, or damages, whether known or unknown, which may arise in connection with injury or death to any person that could have been prevented or mitigated by the presence of an operational sprinkler system within City-owned facilities located in Jasper County.

## 2. Acknowledgment of Risk

The City acknowledges that it is aware of the condition of the fire suppression systems, including sprinkler systems, in the affected County facilities, and voluntarily assumes all risks related to the absence or malfunction of such systems, insofar as it relates to claims the City might otherwise assert against the County.

## 3. Limitation

This release shall apply only to claims or actions initiated by Jasper County. This MOU shall not be construed as a waiver or limitation of any rights, claims, or causes of action that third parties, including private citizens, may have under applicable law.

## 4. No Admission of Liability

Nothing in this MOU shall be deemed an admission of liability or wrongdoing by

either Party. This MOU is entered into solely for the purpose of clarifying responsibilities and reducing potential disputes.

## 5. Duration and Termination

This MOU shall remain in effect until December 31, 2025. Termination shall not affect any release or waiver applicable to events occurring prior to the termination date.

## 6. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Iowa.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Memorandum of Understanding as of the dates set forth below.

CITY OF NEWTON, IOWA
By: Evely Sloge
Name: Evelyn George
Title: Mayor
Date: June 16, 2025
JASPER COUNTY, IOWA
Ву:
Name:
Title:
Date:

## **City of Newton Council Report**



#### Item:

Resolution Approving the Memorandum of Understanding with Jasper County for a Waiver of Liability on the Westwood Clubhouse Project

## Summary:

Resolution to approve a MOU with Jasper County to facilitate the opening of the Westwood Clubhouse

Report Number: 2025-731

Date:

June 16, 2025 Lead Department:

Fire

Recommendation:

**Approve** 

## **Financial Impact:**

None

## Background:

The Westwood Clubhouse is nearing completion and is requesting a Certificate of Occupancy from Jasper County. Jasper County has requested the City and Jasper County approve a memorandum of understanding (MOU) for a waiver of liability for the temporary absence or failure of an operational sprinkler system. The City requested and was granted a variance from the lowa Department of Inspection, Appeals, and Licensing for the same which placed requirements on the City of Newton to ensure the safety of occupant until the automatic sprinkler system was connected to the new water main. City Council approved accepting these requirements as a condition of opening the Westwood Clubhouse to the public.

The MOU has been reviewed by Matt Brick of Brick Gentry and was updated per his review. Once this MOU is approved by City Council it will be placed on a Jasper County Board of Supervisors (BOS) agenda for their approval. Once they approve, the Jasper County Building Development Office will issue the Certificate of Occupancy. It is estimated, with City Council approval, the MOU will be placed on the 6/24/2025 BOS agenda. With their approval, we will request the Certificate of Occupancy will be issued before 6/27/2025 allowing the opening of the clubhouse by 7/1/2025.

## Recommendation:

City Staff recommends Council approve the memorandum of understanding with Jasper County approving the waiver of liability for the temporary absence or failure of an operational sprinkler system.

Matt Muckler, City Administrator



3/10/2025

Department of Inspections, Appeals, & Licensing 6200 Park Avenue Suite 100 Des Moines, IA 50321

RE: Variance Request

City of Newton - Westwood Golf Course Clubhouse Project 3387 Hwy F48 W Newton, IA 50208

Background: The City of Newton is in the process of building a new golf course clubhouse. The building is 6,000 square feet and includes a pro shop, bar/restaurant space, kitchen, bathrooms, and storage areas. The occupant load in the bar/restaurant area is in excess of 99 and an automatic fire suppression system is required. During the construction process, it was discovered the water supply to the building and surrounding area is insufficient for supplying the designed automatic fire suppression system. The City entertained many options for resolution including, constructed fire wall separations, a tank and pump supply system, reduction of bar/restaurant space, and a new water supply line to the area. The costs for all options were substantial. The proposed solution is to install a new water supply line to the area which will provide adequate supply. This solution will also potentially augment an aged water distribution system on the west side of our city and provide the option for a future looped system in the area.

Request for Variance: The specific request is to open the building without a proper water supply for the automatic fire suppression system with the requirement of the upgraded water supply line to be installed within a given time parameter and complete the connection to the suppression system. As the Fire Chief, I have a responsibility to ensure the safety of the citizens and visitors to the City of Newton. Upon review of the circumstances, I find the following provisions of the new building and requirements stipulated for occupancy would, in my professional opinion, allow the building to be occupied without putting the public in danger:

 The City of Newton will provide a letter stating they understand that at no time will the building be occupied by more than 99 occupants. The City shall provide a posting within the structure stating the same that are easily identifiable.

- 2. The building is to be completed within current codes.
  - All exits are identified with lighted signage and provide emergency exit lighting.
  - Fire extinguishers shall always remain in clear view and be properly maintained.
  - c. The kitchen hood system is a Type 1 hood and has the proper automatic fire suppression required and is properly maintained.
  - d. The fire alarm system shall contain proper notification devices including smoke and/or heat as required by code for all spaces.
  - The automatic fire suppression system shall be complete and connected to the current available water system.
  - f. No open flame items will be allowed outside of the kitchen area or within 25 feet of the exterior of the building. i.e. candles, food warmers, other items used for food preparation or warming.
  - g. No smoking inside and will not be allowed within 25 feet of the exterior of the building.
- 3. During times of use where the occupant load could exceed 99, i.e. tournaments or other large public events, the City shall hire a trained fire watch officer whose primary role is to monitor the number of occupants and be charged with the quick identification of hazards that could cause, or have caused a fire. This position is responsible to ensure the criteria listed above are in compliance. This shall be the only responsibilities of this position.
- The new water supply shall be designed by a certified engineer and be installed and completed by 12/31/2025.
- 5. The automatic fire suppression system is to be connected, tested, and Inspected within two (2) weeks of the completion of the new water supply.

This list of requirements shall be posted in a conspicuous location that is available for inspection and review at any time. Violation of any of the above conditions may result in the Fire Chief, or his designee, revoking the certificate of occupancy and ordering the building immediately vacated.

Respectfully submitted,

Jarrod Wellik, Fire Chief City of Newton Fire Department

#### VARIANCE REQUEST FORM

Return by mail to:

Department of Inspections, Appeals, and Licensing Health and Safety Division/Fire Prevention Bureau 6200 Park Avenue Suite 100 Des Moines, 1A. 50321-1270 phone: (515) 725-6145

DATE: 3/11/2025 **BUILDING INFORMATION OWNER INFORMATION** Westwood Golf Name City of Newton Name: Course Clubbouse Address: 3387 F 38 W Address: Newton, IA 50208 County: JUSTIFICATION - SAFETY The following is the justification for variance of Iowa Administrative Code, Public Safety [661] Chapter . The intent of the rules is being met and equivalent safety is being provided by (attach additional sheets if necessary): See attached JUSTIFICATION - UNREASONABLE HARDSHIP The following is to demonstrate how the strict enforcement of the Iowa Administrative Code rule(s) would create an unreasonable hardship (attach additional sheets if necessary): Estimated COST: Duration of DISRUPTION resulting from Construction: Availability of Financing: Remaining Useful Life of the Building: Other Comments: I hereby certify that the information listed above is correct and accurate and that I am the owner or the owner's authorized agent. Name & Title (Please brint): Evelyn George, Mayor (over - FOR OFFICE USE ONLY)

# FIRE PREVENTION BUREAU CHIEF / BUILDING CODE COMMISSIONER RECOMMENDATION

Approval Variance	Conditional Approval (see helow) X Disapproval to open the building without proper automatic suppression is conditional on a letter from
events, wherehy a trained the Newton wherehy a	f Newton confirming they will not occupy more than 99 occupants. During large public here occupancy may be more than 99, they will have a continuous and dedicated fire watch ed fire watch officer, and agreement to adhere to the conditions set forth and stipulated by on Fire Department for occupancy. Conditional variance is granted until 01/15/2026 new water supply system shall be installed and automatic suppression system connected fully operational.
Inspecto praifer	Ware 03/11/2025
00	STATE FIRE MARSHAL RECOMMENDATION
Approval	Conditional Approval (see below) Disapproval
Comments:	
Supervisor	
	DIRECTOR'S DETERMINATION IOWA DEPARTMENT OF INSPECTIONS, APPEALS, & LICENSING
Approval	Conditional Approval (see below) X Disapproval
Comments:	See comments above.
time. The granting	elect to periodic review and may be withdrawn by this office for just cause at any of this variance shall NOT be considered as setting precedent. Each request for a insidered on its own merit.
Lung Habert	
Larry Johnson, Jr., Dire	ctor
3/11/25	
Date	
cc: Owner/Authorized A	agent & Inspector

## RESOLUTION NO. 2025-090\_

## RESOLUTION APPROVING THE VARIANCE REQUEST FOR WESTWOOD GOLF COURSE CLUBHOUSE AND ADHERENCE TO VARIANCE REQUIREMENTS

WHEREAS, the Westwood Clubhouse project is required by code to include an automatic fire suppression system; and

WHEREAS, it was found during construction the water supply to the area was not adequate for supplying the automatic fire suppression system; and

WHEREAS, the opening of the building without the automatic fire suppression system was not allowable without a variance from the lowa Department of Inspections, Appeals, and Licensing; and

WHEREAS, a variance request was developed by the Fire Chief and sent for approval to the Iowa Department of Inspections, Appeals, and Licensing; and

WHEREAS, the Iowa Department of Inspections, Appeals, and Licensing has conditionally approved the variance request and requires a letter from the City stating they will comply with the variance requirements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the conditional variance approval is accepted and approves issuing a letter stating the City of Newton will comply with the requirements of the conditional variance.

PASSED this \_\_\_\_\_\_\_day of March 2025.

APPROVED this 17th day of March 2025.

Evelyn Geørge, Mayor

ATTEST:

Katrina Davis, City Clerk





3/18/2025

Department of Inspections, Appeals, & Licensing 6200 Park Avenue Suite 100 Des Moines, IA 50321

RE: Variance Request

City of Newton - Westwood Golf Course Clubhouse Project 3387 Hwy F48 W Newton, IA 50208

The City of Newton has agreed to comply with the following requirements stipulated for occupancy that will allow the building to be occupied without putting the public in danger:

- The City of Newton understands that at no time will the building be occupied by more than 99 occupants. The City shall provide postings within the structure stating the same that are easily identifiable.
- 2. The building will contain the following features consistent within current codes.
  - All exits are identified with lighted signage and provide emergency exit lighting
  - Fire extinguishers shall always remain in clear view and be properly maintained.
  - c. The kitchen hood system is a Type 1 hood and has the proper automatic fire suppression required and is properly maintained.
  - d. The fire alarm system shall contain proper notification devices including smoke and/or heat as required by code for all spaces.
  - The automatic fire suppression system shall be complete and connected to the current available water system.
  - f. No open flame items will be allowed outside of the kitchen area or within 25 feet of the exterior of the building. i.e. candles, food warmers, other items used for food preparation or warming.
  - g. No smoking inside and will not be allowed within 25 feet of the exterior of the building.
- 3. During times of use where the occupant load could exceed 99, i.e. tournaments or other large public events, the City will hire a trained fire watch officer whose primary role is to monitor the number of occupants and be charged with the quick identification of hazards that could cause, or have caused a fire. This position is

responsible to ensure the criteria listed above are in compliance. This will be the only responsibilities of this position.

- The new water supply will be designed by a certified engineer and be installed and completed by 12/31/2025.
- 5. The automatic fire suppression system is to be connected, tested, and inspected within two (2) weeks of the completion of the new water supply.

This list of requirements will be posted in a conspicuous location that is available for inspection and review at any time. The City understands violation of any of the above conditions may result in the Fire Chief, or his designee, revoking the certificate of occupancy and ordering the building immediately vacated.

This letter was reviewed and approved by resolution of the City Council on 3/17/2025 at their regular meeting.

Respectfully submitted,

Welyn George, Mayor

City of Newton



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

June 18, 2025

Mr. Michael Frietsch County Engineer Jasper County 910 S. 11<sup>th</sup> Avenue E. Newton, IA 50208

RE:

W 129TH ST S FROM IA 163 S 2.4 MILES TO S 96TH AVE W AND S 96TH AVE W FROM W 129TH ST

S E 2 MILES TO PACIFIC ST S&A PROJECT NO. – 123.0673

BID LETTING EVALUATION AND RECOMMENDATION

Dear Mike,

On Tuesday, June 17, 2025 the Iowa DOT Contracts Bureau received one (1) bid for the above noted project. The apparent bidder results are noted below:

Manatt's, Inc

\$2,447,974.64

The Engineer's Opinion of Probable Construction Costs, including Addendum #1, was \$2,796,981. The bidder was approximately 12% below the Engineer's Opinion of Probable Construction Costs.

We have reviewed the apparent bid tabulation and found no irregularities or errors. We are disappointed in receiving only one (1) bidder on this project. The Iowa DOT bidding website reported four (4) eligible prime bidders that were plan holders. You can expect contract documentation from the Iowa DOT Contracts Bureau to be posted to DocExpress soon, which allows the County to either concur with and accept the bid results or reject the bid and re-let the project at a later date.

We have previous positive experience with Manatt's, Inc. on past projects. Based on our previous experience with Manatt's, Inc. they have the proper equipment, materials, and workforce to complete the work as specified. Snyder & Associates, Inc. recommends that the County accept the bids and award the construction contract to the low bidder, Manatt's, Inc.

After full execution of the Contract, we can work with you to schedule the preconstruction meeting with the Contractor. The project has a Late Start Date of May 25, 2026, and 80 Working Days are allowed to substantially complete the project.

If you have any questions relating to the bid results or award of this project, please don't hesitate to contact me at 515-964-2020.

Sincerely,

SNYDER & ASSOCIATES, INC.

Andy Burke, P.E. Project Manager



06/17/2025 12:16 PM

Project(s) and Vendor Ranking

Page 1 of 2

Call Order: 204

ontract ID: 50-C050-133

**Primary County: JASPER** 

DBE Goal: 0.0%

Letting Date: June 17, 2025 10:00 A.M. Letting Status: AWARDED

Awarded Vendor: MANATT'S, INC.

Contract Period: Start Date: 05/25/26 80 Working Da

**Project Information:** 

Project: FLAP-C050(133)--6L-50

County: JASPER

Route: VARIOUS ROUTES

AW from W 1. Location: W 129TH ST S from IA 163 S 2.4 miles to S 96th Ave W and 6th W from W 129th St S E 2 miles to Pacific St

VorkType: SEAL COAT

06/17/2025 12:16 PM

Contracts and Specifications But

Project(s) and Vendor Ranking

Page 2 of 2

Call Order: 204

ontract ID: 50-C050-133

**Primary County: JASPER** 

Letting Date: June 17, 2025 10:00 A.M.

Aw rded Vendor: MANATT'S, INC.

DBE Goal: 0.0%

Letting Status: AWARDED

Contract Period: Start Date: 05/25/26 80 Working Day

Oestrovix Moranded

amarded Rank Vendor ID **Vendor Name** 1 MA225 MANATT'S, INC.



Contracts and Specifications Bureau

Multion of Construction and Material Bids

Page 1 of 11

	1	Souls	on of Constri	uction and Mat	eriai Bios			Page 1 of 1
Call Order: 204 Letting Date: June 1	7, 2025	V	Contract ID:	50-C050-133		Primary Co	ounty: JASPE	R
Line No / Item Number Item Description			MARAT	r's, inc.				
Alt Set / Alt Member	Quantity and L	Jnits	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 ROA	DWAY ITEMS		1		1	Cat Alt Set:	Cat Alt	Member:
0010 2101-0850001	0.400	ACRE	5,842.95000	37.18			).	
CLEARING AND GRUBBIN	NG			YO				
0020 2102-2625000	1,294.000	CY	23.97000	31,017,18				
EMBANKMENT-IN-PLACE		1		10	1/4			
0030 2102-2710070	7,679.000	CY	7.15000	54,904.85	0			
EXCAVATION, CLASS 10, BORROW	ROADWAY AND				Y			
0040 2105-8425015	9,974.000	CY	6.13000	61,140.62		10		
TOPSOIL, STRIP, SALVAC	GE AND SPREAD				/	1		
0050 2115-0100000	831.000	CY	63.00000	52,353.00		11	5.	
MODIFIED SUBBASE						1		
0060 2116-0000300	2,136.000	TON	179.52000	383,454.72		10	/ \	
MINERAL STABILIZING A	GENT						/	
0070 2121-7425020	1,605.000	TON	40.00000	64,200.00			10	
GRANULAR SHOULDERS	S, TYPE B						0	
							1	2
								(A).
								AL



Contracts and Specifications Bureau

fulltion of Construction and Material Bids Page 2 of 11 Call Order: 204 ntract ID: 50-C050-133 **Primary County: JASPER** Letting Date: June 17, 2025 Line No / Item Number MANATT'S, INC. Item Description Alt Set / Alt Member **Quantity and Units** Unit Pr **Unit Price Ext Amount Ext Amount Unit Price Ext Amount** SECTION: 0001 **ROADWAY ITEMS** Cat Alt Set: Cat Alt Member: 0080 2301-1032080 795.000 SY 86.75000 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 2 DURABILITY, 8 IN. ON IN NOT AMARAGA 5,000.00000 2301-6911722 LS (1) PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES 0110 2307-0600000 49,568.000 4.52000 224,047.36 GAL BINDER BITUMEN HFMS-2S, OTTA SEAL 0120 2307-0600000 19,723.000 GAL 5.26000 103,742.98 BINDER BITUMEN MC-70, PRIME COAT 2312-8260051 75.000 TON 38.00000 2,850.00 GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE 0140 2315-8275025 192.000 42.00000 8,064.00 SURFACING, DRIVEWAY, CLASS A CRUSHED STONE



ontracts and opecinications butter

Subtion of Construction and Material Bids Page 3 of 11 Call Order: 204 ntract ID: 50-C050-133 **Primary County: JASPER** Letting Date: June 17, 2025 Line No / Item Number MARATT'S, INC. Item Description Alt Set / Alt Member **Quantity and Units** Unit Rr **Ext Amount Unit Price Ext Amount** Unit Price **Ext Amount** SECTION: 0001 ROADWAY ITEMS Cat Alt Set: Cat Alt Member: 0150 2320-0000005 TON 59.00000 AGGREGATE FOR MICROSURFACING, NO SPECIAL FRICTION REQUIREMENT 0160 12,300.00000 2320-0000020 4.400 MILE PREPARATION OF SURFACE FOR MICROSURFACING 3.10000 0170 2320-0000030 1,633.000 5,062.30 GAL EMULSIFIED ASPHALT FOR MICROSURFACING CQS-1H 0180 2401-6750001 10,134.08000 10,134.08 LS (1) REMOVALS, AS PER PLAN 0190 2402-2720000 10.63000 6.700 71.22 CY **EXCAVATION, CLASS 20** 0200 2402-2720100 5.20000 555.88 106,900 CY EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT 0210 2402-3825025 79.59000 533.25 6.700 CY GRANULAR MATERIAL FOR BLANKET



Contracts and Specifications Bucqu

		/	Spril	tion of Const	ruction and Ma	erial Bids			Page 4 of 1
Call Order: 2 Letting Date:		2025	V	Contract ID	: 50-C050-133		Primary Co	ounty: JASPE	R
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0220 2403-01		17.400	CY	1,850.00000	3, 190.00				
STRUCTURAL C	ONCRETE	(MISCELLANE)	ous)		40				
0230 2404-77	75000	2,070.000	LB	35.00000	72, =30.00	1-			
REINFORCING S	STEEL				19	Ch			
0240 2416-01	00018	2.000	EACH	1,600.71000	3,201.42	10			
APRONS, CONC	RETE, 18 II	N. DIA.				VI.			
0250 2416-01	00024	3.000	EACH	1,871.00000	5,613.00		•		
APRONS, CONC	RETE, 24 II	N. DIA.				1	15		
0260 2416-01	100030	1.000	EACH	2,332.90000	2,332.90		< 1.		
APRONS, CONC	RETE, 30 II	N. DIA.					V/		
0270 2416-01	100042	1.000	EACH	4,041.83000	4,041.83		~	).	
APRONS, CONC	RETE, 42 II	N. DIA.					10	<b>'</b> \ \	
0280 2416-11	180018	10.000	LF	216.62000	2,166.20				
CULVERT, CONO DIA.	CRETE RO	ADWAY PIPE, 1	18 IN.					0	4
									a/a
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Contracts and Specifications Bureau

a unition of Construction and Material Bids

Page 5 of 11

Lett	ing Date: June 17	, 2025	1	11				ounty: JASPEF	
	No / Item Number Description			MARAT	T'S, INC.				
Alt S	Set / Alt Member	Quantity and	Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
ECTIO	ON: 0001 ROAL	DWAY ITEMS	Å.	1.			Cat Alt Set:	Cat Alt	Member:
0290	2416-1180024	22.000	LF	307.17000	57.74		1	,	
CULVE DIA.	ERT, CONCRETE RO	ADWAY PIPE, 2	24 IN.		YO.				
0300	2416-1180030	4.000	LF	486.11000	1,94-44	× .			
CULVE DIA.	ERT, CONCRETE RO	ADWAY PIPE, 3	80 IN.		7	1			
0310	2416-1180042	5.000	LF	511.42000	2,557.10	VI			
CULVE DIA.	ERT, CONCRETE RO	ADWAY PIPE, 4	12 IN.			1	is		
0320	2417-0225018	4.000	EACH	253.30000	1,013.20	/	A		
APRO	NS, METAL, 18 IN. D	A.					11		
0330	2417-0225024	1.000	EACH	469.65000	469.65				
APRO	NS, METAL, 24 IN. D	A.							
0340	2417-0225036	1.000	EACH	1,083.77000	1,083.77				
APRO	NS, METAL, 36 IN. D	A.						1-2	
0350	2417-1060018	66.000	LF	59.49000	3,926.34			101	
	ERT, CORRUGATED 18 IN. DIA.	METAL ROADW	VAY						aro



Mulation of Construction and Material Bids

Page 6 of 11

	Order: 204 ng Date: June 17	2025	/	Contract ID:	50-C050-133		Primary Co	ounty: JASPER	
Line M	No / Item Number Description	AS PER			T'S, INC.		HE WILL		
	et / Alt Member	Quantity and	Units	Unit Price	Ext Amount	Unit Price	Ext Amount  Cat Alt Set:	Unit Price Cat Alt N	Ext Amount
A		DWAY ITEMS			Jan I		Cat Ait Set:	Cat Alt n	nember.
0360	2417-1060024	4.000	LF	121.60000	86.40				
	RT, CORRUGATED 4 IN. DIA.	METAL ROADW	'AY		40				
0370	2417-1060036	62.000	LF	115.55000	7,16-110	X			
	RT, CORRUGATED 6 IN. DIA.	METAL ROADW	'AY			6			
0380	2417-1461036	62.000	LF	61.25000	3,797.50	VI			
	'E AND REINSTALL RT LESS THAN OR					1	is		
0390	2499-6000100	416.000	LF	44.05000	18,324.80	1	1		
CLEAN	OUT PIPE CULVER	RT					11		
0400	2501-5775000	350.000	SF	50.43000	17,650.50				
PILES, S	STEEL SHEET						10	/ \	
0410	2502-8212206	60.000	LF	60.00000	3,600.00			/	
SUBDR.	AIN, PERFORATED	PLASTIC PIPE,	6 IN.					0	
0420	2502-8221006	1.000	EACH	1,500.00000	1,500.00			T	1.
SUBDR	AIN RISER, 6 IN., A	AS PER PLAN							2
									AM
									CO
									A
									10



SECTION: 0001 ROADWAY ITEMS  0430 2502-8225010 1.000 EACH SUBDRAIN OUTLET, 500-10  0440 2505-4008300 112.500 LF STEEL BEAM GUARDRAIL 0450 2505-4008420 6.000 EACH TRANSITION SECTION, BA-221  0460 2505-4021020 6.000 EACH 0470 2505-4021720 6.000 EACH 0470 2505-4021720 6.000 EACH STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205  0480 2507-3250005 1,065.000 SY 3.16000 3,365.40  ENGINEERING FABRIC  Cat Alt Member:  Cat Alt Member:	titing Date: June 17, 2025    No / Item Number			full tion of Const	truction and Mat	erial Bids		Page 7 of
Name	Marcipetion   Set / Alt Member   Quantity and Units   Unit Price   Ext Amount   Ext Amount   Unit Price   Ext Amount   U		7, 2025	Contract ID	): 50-C050-133		Primary Co	unty: JASPER
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Contracts and Specifications Bucqu

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Call Order: 20 Letting Date:	)4 June 17, 2025	1	Contract ID	: 50-C050-133		Primary C	ounty: JASPE	R
Line No / Item I	n			TT'S, INC.	5-11-12			
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Contracts and Specifications But

Call Order: 204

Item Description Alt Set / Alt Member

SECTION: 0001

MOBILIZATION 0600

CONSTRUCTION 0610 2599-9999018

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0620

0625

Line No / Item Number

2528-9290050

2533-4980005

2599-9999012

2599-9999020

CLASS A ROADSTONE 0630 2601-2632110

**FERTILIZING** 

fultion of Construction and Material Bids Page 9 of 11 entract ID: 50-C050-133 **Primary County: JASPER** Letting Date: June 17, 2025 MARATT'S, INC. **Quantity and Units** Unit R **Ext Amount Unit Price Ext Amount Unit Price Ext Amount ROADWAY ITEMS** Cat Alt Set: Cat Alt Member: 150.00000 26.000 CDAY PORTABLE DYNAMIC MESSAGE SIGN (PDMS) ON IN NOT AMARGED 121,500.00000 (1) LS 13.65000 256.000 MGAL ('THOUSANDS OF GALLONS' ITEM) WATER FOR CEMENT STABILIZED SUBGRADE 3.75000 246,540.00 SY 65.744.000 ('SQUARE YARDS' ITEM) AGGREGATE INTERLAYER, HMA MILLINGS, 2 THICKNESS 67,033.000 SY 4.00000 268,132.00 ('SQUARE YARDS'ITEM) CEMENT STABILIZED SUBGRADE 57.50000 4,331.000 249.032.50 TON ('TONS' ITEM) AGGREGATE, ROADWAY COVER, 150.00000 3,600.00 24.000 ACRE



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Call Order: 204 Letting Date: J		V	Contract ID	: 50-C050-133		Primary Co	ounty: JASPE	R
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Contracts and Specifications Buceau

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Tultion of Construction and Material Bids Page 11 of 11 Call Order: 204 Contract ID: 50-C050-133 **Primary County: JASPER** Letting Date: June 17, 2025 Line No / Item Number MATATT'S, INC. **Item Description** Alt Set / Alt Member **Quantity and Units** Unit Pr Ext Amount **Unit Price Ext Amount Unit Price Ext Amount** SECTION: 0001 **ROADWAY ITEMS** Cat Alt Set: Cat Alt Member: 0710 2602-0000420 1.000 EACH 35.00000 REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY 0720 2602-0010010 3.000 EACH 600.00000 MOBILIZATIONS, EROSION CONTROL ix Nor amarded Section Totals: \$2,447,974.64 Contract Item Totals \$2,447,974.64 **Contract Time Totals Contract Grand Totals** \$2,447,974.64 () indicates item is bid as Lump Sum



# MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CLIENT") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING DATAVIZION ON AN INVOICE, STATEMENT OF WORK OR OTHER DATAVIZION DOCUMENTATION TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CLIENT AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CLIENT AND DATAVIZION HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN IF THERE IS ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THE SEPARATE AGREEMENT.

#### **Important Information About These Terms and Conditions**

These Terms and Conditions constitute a binding contract between CLIENT ("Client") and DATAVIZION, LLC ("DATAVIZION") and are referred to herein as either "Terms and Conditions" or this "Agreement". Client accepts these Terms and Conditions by executing this Agreement, making a purchase from DATAVIZION, placing an order with DATAVIZION, requesting products from DATAVIZION (the "Products") or engaging DATAVIZION to perform or procure any Services (as defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions delivered at the time Client places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by DATAVIZION and Client.

Client consents to receiving electronic records, which may be provided via a Web browser or email application connected to the Internet. Client may withdraw consent to receiving electronic records or have the record provided in nonelectronic form by contacting DATAVIZION. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services.

This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

#### 1. Definitions.

1.1. Affiliate. Means an entity controlling, controlled by or under common control with a party. For the purposes of the foregoing definition, "control" means: (a) possession, directly or indirectly, of more than fifty percent (50%) of the voting stock or interest of an entity; or (b) otherwise having the power to direct the management and policies, directly or indirectly, of the entity.



- 1.2 Applicable Laws. Means collectively, all federal, state or other governmental statutes, codes, ordinances, laws, regulations, rules, guidance, written directives, orders and decrees applicable to the Services.
- 1.3 Confidential Information. All nonpublic information revealed by or through the disclosing party to the recipient, including: (a) information marked or disclosed as confidential; (b) any Client information furnished or disclosed, in whatever form or medium; (c) information traditionally recognized as proprietary trade secrets; (iii) all forms and types of financial, business, and economic information (including, without limitation, contract terms, financial information, ideas, discoveries, inventions, developments, records, product designs, source codes, product planning, material samples, business records and plans, technical and marketing data, trade information, customer lists and data, supplier information and marketing plans) in whatever form or medium; (iv) any information disclosed orally regarding the parties' business relationship; and (v) PHI, as applicable.
- 1.4 Protected Health Information ("PHI"). Shall have the meaning set forth in that certain Business Associate Agreement that may be mutually agreed upon by Client and DATAVIZION as applicable to particular situation which shall be incorporated herein by reference.
- 1.5 Services. Means such information technology related services necessary to the operations of Client that DATAVIZION may provide to Client under a mutually agreed upon agreement and/or Statement of Work attached to this Agreement.

## 2. Term and Termination of Agreement

- 2.1 This Agreement is effective upon acceptance of delivery of products or by engaging DATAVIZION on an invoice, Statement of Work or other DATAVIZION documentation to provide product or perform or procure any Services. This Agreement shall remain in force for the duration of the time that DATAVIZION is providing products or Services to Client unless either party gives the other prior written notice of its intent to terminate this Agreement as set forth herein.
- 2.2 This Agreement may be terminated by Client as follows:
- (a) Without cause, by providing DATAVIZION with ninety (90) days advance written notice of such termination and paying an additional twelve (12) months of the remaining agreement amount or the agreement amount for the remaining term, whichever is less;
- (b) For cause, if DATAVIZION breaches a material provision of this Agreement and DATAVIZION fails to cure such breach within forty-five (45) days of written notice demanding such cure, or if such cure cannot be completed within such forty-five (45) day period, DATAVIZION shall receive up to an additional forty-five (45) days to complete the cure provided that DATAVIZION has commenced and is diligently pursuing the cure within the original forty-five (45) day period; or
- (c) Immediately upon written notice, if DATAVIZION ceases to do business, is adjudged bankrupt or is placed in the hands of a receiver or makes an assignment for the benefit of creditors.



## 2.3 This Agreement may be terminated by DATAVIZION as follows:

- (a) For cause, if Client breaches a material provision of this Agreement and Client fails to cure such breach within forty-five (45) days of written notice demanding such cure, or if such cure cannot be completed within such forty-five (45) day period, Client shall receive up to an additional forty-five (45) days to complete the cure provided that Client has commenced and is diligently pursuing the cure within the original forty-five (45) day period; unless the breach is due to Client's nonpayment of any sums that may be due to DATAVIZION, in which case, Client shall cure such breach within thirty (30) days of written notice, without extension; or
- (b) Immediately, upon written notice, if Client ceases to do business, is adjudged bankrupt or is placed in the hands of a receiver or makes an assignment for the benefit of creditors.
- 2.4 THE TERM OF THIS AGREEMENT AND ANY ONGOING SERVICES BEING PROVIDED BY DATAVIZION TO CUSTOMER SHALL AUTOMATICALLY RENEW UNLESS EITHER PARTY PROVIDES THE OTHER WRITTEN NOTICE OF INTENT TO ALLOW THIS AGREEMENT TO EXPIRE NO LESS THAN NINETY (90) DAYS PRIOR TO THE DATE OF EXPIRATION. DURING ANY RENEWAL TERM, THE PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT, EXCEPT DATAVIZION MAY MODIFY THE TERMS OF THE AGREEMENT GOVERNING ANY RENEWAL TERM BY PROVIDING WRITTEN NOTICE OF SUCH MODIFICATION TO CLIENT NO LATER THAN ONE HUNDRED TWENTY (120) DAYS PRIOR TO EXPIRATION OF THE THEN CURRENT TERM. For purposes of this Agreement, written notice delivered via email shall constitute written notice.
- 2.5 Services Transfer Assistance. It is the intent of the parties that at the expiration or termination of this Agreement or a party's election to terminate the provision of Services as set forth herein, DATAVIZION will reasonably cooperate with Client to assist with the orderly transfer of the Services, functions, and operations provided by DATAVIZION hereunder to another system provider or services provider or Client itself ("Services Transfer Assistance"). Prior to expiration or termination of the Agreement, Client may request DATAVIZION to perform and, if so requested, DATAVIZION may perform Services Transfer Assistance. If DATAVIZION agrees to provide such Service Transfer Assistance, it shall be provided until the effective date of expiration or termination with respect to the Services and for up to one (1) additional month after the effective date of expiration or termination. If the Services Transfer Assistance requires DATAVIZION to incur expenses in addition to the expenses that DATAVIZION would otherwise incur in performance of this Agreement, then: (a) DATAVIZION shall notify Client of any additional expenses associated with the performance of any additional services pursuant to this Section prior to performing such services; (b) upon Client's authorization, DATAVIZION shall perform the additional services and invoice Client for such services; and (c) Client shall pay DATAVIZION for such additional expenses within thirty (30) days of the receipt of the invoice.
- 2.6 Actions Upon Termination. Except for Service Transfer Assistance, upon termination of this Agreement, DATAVIZION shall immediately cease to have access to and use of Client's network, hardware, and software ("System").
- 2.7 Return or Destruction of Confidential Information. Upon expiration or termination of this Agreement, the party receiving Confidential Information will cease its use and upon request, within thirty (30) days, use commercially reasonable efforts to either (at the option of receiving party) return or destroy (and certify in a timely manner as to such destruction) all Confidential Information of the other



party, including any copies thereof. Notwithstanding the foregoing, each party receiving Confidential Information will be entitled to retain copies of Confidential Information to the extent required by law or regulation; provided, that for so long as a party retains any Confidential Information, it shall employ reasonable security measures and shall exercise reasonable care in protecting the confidentiality of such information as it does in protecting its own information similarly recorded or saved and will continue to be bound by the obligations under this Agreement in regards to all such Confidential Information. The parties' obligations under this Section regarding Confidential Information shall survive the expiration or termination of this Agreement.

## 3. Statements of Service; Fees and Payments; Taxes

- 3.1 Invoices. Statements of Services shall describe in detail the Services to be performed by DATAVIZION, and this Agreement hereby incorporates all attached and subsequent Statements of Service that refer specifically to this Agreement by name and date of execution, or the MSA Number. Statements of Service are invoiced and delivered via email at the beginning of the month, and overages are billed at month-end along with all other hourly work.
- 3.2 Payment Terms. Payment for monthly services is due within thirty (30) days of the invoice date, regardless of the date of receipt. Twenty five percent (25%) of any product order is required in advance for orders over \$25,000.00 unless other arrangements have been made, in which case, thirty (30) day terms and applicable late fees will apply for the balance thereof that is due. Product invoices are excluded from any early payment discounts. Project Labor: Payment of at least ten percent (10%) of project labor is required before a project can begin unless otherwise stated in the project quote. Payment for any software is not required at the time of order unless it is a pass-through cost from DATAVIZION's vendor whereby the amount charged to DATAVIZION will pass-through to Client.
- 3.3 Availability of Service. DATAVIZION agrees that the Services will be operable and available to materially perform the functions set forth in the Statements of Service twenty-four (24) hours per day, seven (7) days per week, subject to the terms further set forth in this Agreement. DATAVIZION shall provide Client with five (5) days' notice prior to any scheduled downtime, and represents that any interruption of Services for scheduled downtime shall not exceed the time reasonably necessary to complete such maintenance. In the event of an unplanned interruption, reduction in the quality, or the failure of a configuration item of the Services, DATAVIZION shall use its best efforts to restore Services in a timely manner.
- 3.4 Taxes. Any applicable federal, state or local taxes shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay all such taxes unless a valid exemption state certificate is furnished to DATAVIZION.
- 3.5 Payment Methods. DATAVIZION accepts payments made by Check, Visa, MasterCard and ACH. Recurring agreement ACH payments are processed on the 15th of the month. Once ACH authorization forms have been received, payment can be scheduled within two (2) days.
- 3.6 Fees. A \$35.00 fee will be assessed on any checks not honored by our bank. A \$20.00 late fee will be assessed against invoices seven (7) days overdue, and finance charges (at 16% APR) will be imposed on balances thirty (30) days past due and each month thereafter until the past due balance is paid in full. A technology fee of three percent (3%) of the total invoiced amount is assessed if payments are made by



use of a credit card. No technology fee is assessed for ACH or debit card transactions. After an invoice has gone over thirty (30) days past due and no payment arrangements have been made, the account is subject to be placed on a credit hold, where DATAVIZION reserves the right to stop services until the account is brought current or other arrangements are made.

3.7 Credits. Credit memos will be communicated via email. Credits may be applied using one of the following methods: (a) Reduction of subsequent invoice payments until the full credit balance has been used; or (b) Request for full reimbursement by check.

## 4. Coverage

All contracted services will be provided to Client by DATAVIZION between the hours of 7:00 am to 6:00 pm Monday through Friday, Central Standard Time, excluding holidays. Network Monitoring Services will be provided 24/7/365. DATAVIZION will make reasonable efforts to respond to emergency requests.

#### 5. Nondisclosure

- 5.1 Use of Confidential Information. DATAVIZION and Client shall only use Confidential Information for the purpose of performing services under this Agreement, and shall make no use of the Confidential Information, in whole or in part, for any other purpose. Both parties agree to refrain from disclosing the Confidential Information to third parties, unless one of the parties has given its prior written authorization to the other. The parties further agree to keep the confidential and safeguard such Confidential Information against unauthorized disclosure to others with at least the same degree of care as it exercises with its own information of a similar nature, but in no event less than reasonable care. However, if the parties are required by subpoena or other court order to disclose any of the Confidential Information, the party shall provide immediate notice of such request to the other party and shall use reasonable efforts to resist disclosure. If, in the absence of a protective order or the receipt of a waiver under this Agreement, the parties are legally required to disclose any Confidential Information, then the parties may disclose such information without liability under this Agreement. In the event that Client provides written consent to DATAVIZION permitting disclosure of Client's Confidential Information to DATAVIZION subcontractors performing services in connection with this Agreement, DATAVIZION represents and warrants that (a) the extent of such disclosure is reasonably necessary for such subcontractor to perform such services, and (b) such subcontractors comply with confidentiality, security, and privacy obligations no less protective of Client's Confidential Information than set forth in this Agreement and required by Applicable Law.
- 5.2 Remedies for Breach of Confidentiality. The Confidential Information protected by this Agreement is of a special character, such that money damages, although available, would not be sufficient to award or compensate for any unauthorized use or disclosure of the Confidential Information. The parties agree that injunctive and other equitable relief would be appropriate to prevent any such actual or threatened unauthorized use or disclosure.

## 6. Ownership of Work Product

6.1 General. All intellectual property rights associated with any ideas, concepts, techniques, processes or other work product created by DATAVIZION during the course of performing the services shall belong exclusively to DATAVIZION, and Client shall have no right or interest there in.



6.2 Managed Services Tools. Notwithstanding anything to the contrary in this Agreement, DATAVIZION will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the managed services which are based on trade secrets or proprietary information of DATAVIZION or are otherwise owned or licensed by DATAVIZION. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require DATAVIZION or Client to violate the proprietary rights of any third party in any software or otherwise.

## 7. Data Security

- 7.1 Security. DATAVIZION's policies, business practices and methodologies are, to the extent required, or foreseeably required, in compliance with any and all relevant portions of Applicable Laws. Upon request, DATAVIZION will also comply with any additional procedures and processes respecting Client's Confidential Information that the Client believes to be reasonably necessary for the Client to comply with any of the Applicable Laws.
- 7.2 Information Security; Access Rights. DATAVIZION shall maintain reasonable and appropriate security policies, procedures, and systems to protect Confidential Information that DATAVIZION manages, processes, stores, or transmits (the "Security Program"). As a part of its Security Program, DATAVIZION shall provide for the following access controls: (a) access rights and privileges to information resources containing Confidential Information shall be granted only on a need-to-know basis and consistent with the level of access required, and (b) immediately terminate access rights and privileges of DATAVIZION personnel when such personnel no longer provide services to Client, or otherwise do not require access rights and privileges.
- 7.6 Cooperation. DATAVIZION agrees to, within thirty (30) days of Client's written request, make available all records, books, agreements, policies and procedures relating to Client's Confidential Information for the purpose of allowing Client or its agents or auditors to determine DATAVIZION's compliance with this Agreement. DATAVIZION further agrees to use its best efforts in any examination which may be requested by any governmental authority with audit and examination over Client, and provide any information that may be reasonably requested by any governmental authority in connection with their examination or review of Client.

## 8. Indemnity

8.1 Each party agrees to indemnify, defend and hold harmless the other party and its Affiliates, and their respective directors, officers, employees, agents, successors and assigns (collectively, the "Other Party Indemnitees") from and against all liabilities, losses, damages and costs, including reasonable attorneys' fees, (collectively, "Losses") they may suffer as the result of any third party claims, demands, actions, suits or judgments against them resulting from or arising out of: (a) the negligence, recklessness or willful misconduct on the part of the indemnifying party; (b) the failure by the indemnifying party to comply with applicable laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; or (c) any breach of this Agreement by the indemnifying party. The foregoing indemnification obligation shall not apply to Losses to the extent resulting from or arising out of: (i) the negligence, recklessness or willful misconduct on the part of any of the Other Party



Indemnitees; (ii) the failure by the other party to comply with applicable laws; or (iii) any breach of this Agreement by the other party.

- 8.2 Notwithstanding the foregoing, acknowledges that by entering into and performing its obligations under this Agreement, DATAVIZION will not assume and shall not be exposed to the business and operational risks associated with Client's business, and Client therefore further agrees to indemnify, defend and hold DATAVIZION harmless from any and all Losses arising out of or related to the conduct of Client's business except as a result of DATAVIZION's failure of its obligations hereunder.
- 8.3 Procedures. The indemnities in this Section 8 are contingent upon: (a) the indemnified party promptly notifying the indemnifying party in writing of any claim which may give rise to a claim for indemnification (provided, however, that failure to provide such prompt notice to the indemnifying party shall not affect indemnification obligations thereunder in the absence of actual prejudice to the indemnifying party); (b) the indemnified party shall permit the indemnifying party to assume and control the defense of any action upon the indemnifying party's written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (c) the indemnifying party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. If the indemnifying party assumes the defense of any such claim, the indemnifying party is not liable for attorney's fees and costs incurred by the indemnified party.

## 9. Certain Warranties; Equipment at Client's Location

- 9.1 DATAVIZION does not manufacture hardware or commercial off-the-shelf (COTS) software covered under this Agreement. Any warranty provisions are passed through from the manufacturer and are subject to the manufacturer's limitations. Any labor supplied by DATAVIZION is not covered under the terms of the manufacturer's warranty.
- 9.2 DATAVIZION may provide equipment owned by DATAVIZION and housed at Client's premises. Such equipment may include, but is not limited to routers, desktops, servers, software, and remote backup devices. Such equipment shall be treated with the same care and security as similar equipment owned by Client. Client shall be held liable for any damage or loss not covered by the manufacturer's warranty. If such loss or damage occurs, Client will be invoiced the current replacement cost of the equipment plus shipping and handling and related installation charges.

## 10. Disclaimer of Warranties; Limitation of Damages

- 10.1 DATAVIZION AND ITS AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.
- 10.2 EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 8, DATAVIZION AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST DATA, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ARISING FROM OR RELATING TO



THE USE OF THE SOFTWARE WHICH HAS BEEN MODIFIED BY ANYONE OTHER THAN DATAVIZION, LOSS OF PROGRAMS, AND THE LIKE, THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORTS), TO THE EXTENT ALLOWED BY LAW, EVEN IF DATAVIZION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 CLIENT AGREES THAT THE TOTAL LIABILITY OF DATAVIZION AND ITS AFFILIATES HEREUNDER AND THE SOLE REMEDY OF CLIENT AND ANY END USER FOR ANY CLAIMS REGARDING DATAVIZION SERVICES IS LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT TO DATAVIZION UNDER THIS AGREEMENT DURING THE PRIOR SIX (6) MONTHS PRECEDING THE CLAIM.

10.4 Except as expressly provided in the Agreement, Client acknowledges that (a) DATAVIZION is in no manner responsible for any action or inaction of any third party not engaged by it or under its control; (b) DATAVIZION has not represented that the services shall be uninterrupted, error-free, or without delay; and (c) DATAVIZION does not and cannot control the flow of data through the Internet, and such flow depends in large part on the performance of third parties whose actions or inactions can, at times, produce situations in which connections to the Internet (or portions thereof) may be impaired or disrupted. ACCORDINGLY, CLIENT ACKNOWLEDGES THAT DATAVIZION DISCLAIMS ALL LIABILITY RELATED TO EVENTS OUTSIDE OF ITS CONTROL AND/OR IN THE CONTROL OF THIRD PARTIES, AND CLIENT SHALL HAVE NO RIGHT TO RELY UPON ANY REPRESENTATION OR WARRANTY OF ANY THIRD PARTY IN RESPECT TO THE SERVICES. Further, Client acknowledges that, in providing the services, DATAVIZION shall necessarily rely upon information, instructions, and services from Client, its administrator, employees and agents, and other third parties providing computer and communications hardware, software, and Internet services. Except as expressly provided in the Agreement, Client fully assumes the risk associated with errors in such information, instructions, and services.

## 11. Non-Solicitation of Employees.

Client acknowledges that DATAVIZION has a substantial investment in its employees that provide services to Client under this Agreement and that such employees are subject to DATAVIZION's control and supervision. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any employee of DATAVIZION, without first receiving DATAVIZION's written consent. If any employee involved with the delivering of these services terminates his or her employment with DATAVIZION (regardless of the reason for termination), and is employed by Client (or any affiliate or subsidiary of Client) in any capacity either during the term of this agreement or within a 12 month period thereafter, Client shall immediately pay DATAVIZION an amount equal to 200% of the annual salary or wage paid by DATAVIZION to such employee immediately prior to the termination of the employee's employment with DATAVIZION. The parties acknowledge and agree that this amount is intended by the parties to be a reasonable calculation of the projected costs DATAVIZION would incur to identify, recruit, hire and train suitable replacement personnel and is not an unenforceable penalty.



#### 12. General Provisions

- 12.1 Reasonable Access. Client acknowledges that in the performance of the Services hereunder by DATAVIZION that DATAVIZION may be required to be physically present at Client's facilities to perform such Services and/or remedy a certain situation for Client. In this event, Client agrees to act in good faith and provide DATAVIZION with reasonable access to its facilities so as to not to interfere with DATAVIZION's Services and shall cause its employees, agents and subcontractors to provide the same level of non-interference to DATAVIZION so the Services can be promptly completed by DATAVIZION.
- 12.2 Equipment & Facilities. Client agrees that DATAVIZION may utilize certain items of Client's equipment and may gain access to Client facilities. Client retains title and ownership in all of Client's equipment owned by Client and utilized by DATAVIZION. If facility access to DATAVIZION is restricted by Client, Client understands that DATAVIZION may be unable to perform their duties adequately and if such a situation should exist, DATAVIZION will not be responsible for any Losses incurred by Client due to DATAVIZION's inability to access Client's facilities.
- 12.3 Passwords. Client acknowledges that DATAVIZION may need access to all systems and resources to perform their duties under this contract. As such, DATAVIZION must have access to all passwords necessary to perform duties under this agreement.
- 12.4 Waiver. The failure or forbearance of DATAVIZION or Client to enforce any right or claim against the other party shall not be deemed to be a waiver by DATAVIZION or Client of such right or claim or any other right or claim hereunder. The waiver by DATAVIZION or Client of a breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.
- 12.5 Entire Agreement. This Agreement, together with any applicable Statement of Work, constitutes the entire agreement between the parties with respect to the subject hereof and supersedes all prior proposals, agreements, negotiations, correspondence, demonstrations, and other communications, whether written or oral, between DATAVIZION and Client. No modification or waiver of any provision hereof shall be effective unless made in writing signed by both DATAVIZION and Client.
- 12.6 Severability. If any provision hereof is determined in any proceeding binding upon the parties hereto to be invalid or unenforceable, that provision shall be deemed severed from the remainder of the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect.
- 12.7 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the obligation for the payment of money) on account of any cause, that is beyond the reasonable control of such party, provided, however, that in any such event both parties agree to make a good faith effort to meet their obligations hereunder.
- 12.8 Applicable Law and Venue. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Nebraska. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the federal and state courts of Lancaster County, Nebraska, for any actions, suits or proceedings arising out of or relating to this Agreement or the relationship between the parties.
- 12.9 Notices. Except where provided otherwise, notices hereunder shall be in writing and shall be deemed to have been fully given and received when mailed by registered or certified mail, return



receipt requested, postage prepaid, and properly addressed to the offices of the respective parties as specified in this Agreement or the applicable Statement of Work, or at such address as the parties may later specify in writing for such purposes. The foregoing shall apply regardless of whether such mail is accepted or unclaimed.

- 12.10 Assignment. This Agreement shall inure to the benefit of, and be binding upon, any successor to or purchaser of DATAVIZION whether by contract, merger or operation of law. Except for this limited right of assignment, neither party shall assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without the other party's prior written consent. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective.
- 12.11 Pricing Information; Availability Disclaimer. DATAVIZION reserves the right to adjust pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. DATAVIZION reserves the right to adjust charges should Client reduce, limit or eliminate Client technology support resources and/or employee positions existing at the time of execution of this Agreement. All orders are subject to Product availability and the availability of Personnel to perform the Services. Once an order is accepted, DATAVIZION must perform the Services in accord with the order. If Services are performed on a time and materials basis, any estimates provided by DATAVIZION are for planning purposes only, however, DATAVIZION shall receive prior written consent from Client prior to exceeding such estimate.
- 12.12 Dispute Resolution. Except for the right of either party to apply to a court of competent jurisdiction for a Temporary Restraining Order, Preliminary Injunction, or other equitable relief to preserve the status quo or prevent irreparable harm DATAVIZION and Client understand and agree that the implementation of this Agreement will be enhanced by the timely and open resolution of any disputes or disagreements between such parties. Each party hereto agrees to use its best efforts to cause any disputes or disagreements between such parties to be considered, negotiated in good faith, and resolved as soon as possible. In the event that any dispute or disagreement between the parties cannot be resolved to the satisfaction of DATAVIZION and Client within ten (10) days after either organization has notified the other in writing of the need to resolve the specific dispute or disagreement within such ten (10) day period, then the dispute or disagreement shall be immediately referred in writing to the President of DATAVIZION and the President of Client (or their respective successors) for consideration. No resolution or attempted resolution of any dispute or disagreement pursuant to this Section shall be deemed to be a waiver of any term or provision of this Agreement or consent to any breach or default unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.
- 12.13 Governing Law; Venue. This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the State of Nebraska, without regard to conflict of laws provisions thereof. Any dispute arising under this Agreement shall be brought in a state or federal court of general jurisdiction situated within the State of Nebraska, and the parties hereby irrevocably submit themselves to the exclusive jurisdiction of said courts for that purpose.
- 12.14 Title; Transfer of Ownership. In performance of the Services DATAVIZION will purchase personal property including but not limited to hardware, software and software licenses from third parties and



act as reseller providing identified personal property to client. Client agrees that ownership of this personal property will pass from DATAVIZION to Client upon receipt of goods and identification (set aside, marked and labeled) by DATAVIZION.

12.15 Relationship of Parties. The parties intend that an independent contractor relationship be created by this Agreement. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, employment or fiduciary relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date set forth below.

Authorized Signature		DATAVIZION LLC	Date
4	٨	4	V
Authorized Signature		Client Name	Date
Address for Notices to DA	ΓΑVIZION, LLC:		
DATAVIZION, LLC			
Attn:	_		
5760 Cornhusker Hwy #3			
Lincoln, NE 68507			
Address for Notices to Clie	ent:		



Company Address 210 S D St

Oskaloosa, Iowa 52577

**United States** 

Created Date

5/23/2025

Quote Name

40 SIPS, PORTED 50

Prepared By

Holly Smith

Email

holly.smith@mahaska.org

Bill To Name

**Jasper County** 

Bill To

101 1st St. N

Newton, IA 50208

#### . Services

Product	Product Family	Product Description	Product Code	Sales Price	Quantity	Total Price
SIP Trunk Appearances	TELEPHONE	BusSIPTrunk	21706	\$12.00	40.00	\$480.00
Bus Port Phone Fee	TELEPHONE	BusPortPhnFee	21175	\$10.00	50,00	\$500.00

Total NRC \$500.00 **Total MRC** \$480.00 Subtotal \$980.00 **Grand Total** \$980.00

Quote Acceptance

Signature

Name

Title

Date

BROADBAND



**MAUREON®** 

# Service Order:

# Renewal

Q-28619

Quote Prepared: 6/13/2025 Quote Expires: 9/11/2025

Prepared for:

Jasper County Courthouse

101 1st St N

Newton, IA 50208

Prepared by:

Aureon

7760 Office Plaza Drive S.

West Des Moines, IA 50266

Ryan Eaton

(641) 792 0796

reaton@jasperia.org

Tammy Rodriquez

tammy.rodriquez@aureon.com

TERM	QTY	DESCRIPTION	SKU	UNIT PRICE	MRR	NRR
36	1	Trunk	SIP15	\$100.00	\$100.00	
36	1	Installation	SIP15	\$200.00		\$200.00
36	23	Session	SIP16	\$12.00	\$276.00	-1-1-
36	1	Installation	SIP16	\$0.00		\$0.00
36	177	DID Individual	SIP10	\$0.30	\$53.10	
36	1	Installation	SIP10	\$0.00		\$0.00
	1	A Standard Co.	Constitution of the	1	\$429.10	\$200.00

**Total Monthly Recurring** 

\$429,10

**Total One-Time Fees** 

\$200.00

This Service Order incorporates and is governed by the Aureon Terms and Conditions and the applicable Service Addendums available at the links below, and Exhibits attached hereto, all collectively the Agreement. By Signing this Service Order, Client is entering into a contractual relationship with one or more Aureon entities (Iowa Network Services, Inc.; Aureon Communications, LLC; and Aureon IT, Inc.). Client's contractual agreement for each service is with the applicable Aureon entity as set forth in the applicable Service Addendum. <a href="https://contracts.clm.aureon.com/aurcontracts/Aureon\_Terms">https://contracts.clm.aureon.com/aurcontracts/Aureon\_Terms\_and\_Conditions\_0624.pdf</a>
https://contracts.clm.aureon.com/aurcontracts/SA Time and Materials.pdf

https://contracts.clm.aureon.com/aurcontracts/SA SIP Trunk 1022.pdf

**MAUREON®** 

## Service Orde

# Renewal

Q-28744

Quote Prepared: 6/17/2025 Quote Expires: 9/15/2025

Prepared for:

Prepared by:

Jasper County Sheriff

Aureon

2300 Law Center Dr

7760 Office Plaza Drive S.

Newton, IA 50208

West Des Moines, IA 50266

Ryan Eaton

Tammy Rodriquez

(641) 792-5912

reaton@jaspersheriff.org

tammy.rodriquez@aureon.com

TERM	QTY	DESCRIPTION	SKU	UNIT PRICE	MRR	NRR
36	1	Trunk	SIP15	\$100.00	\$100.00	1
36	1	Installation	SIP15	\$100.00		\$100.00
36	23	Session	SIP16	\$12.00	\$276.00	
36	1	Installation	SIP16	\$0.00		\$0.00
36	93	DID Individual	SIP10	\$0.30	\$27.90	
36	1	Installation	SIP10	\$0.00		\$0.00
the ray	1. 17	The state of the s		1	\$403.90	\$100.00

**Total Monthly Recurring** 

\$403.90

Total One-Time Fees

\$100.00

This Service Order Incorporates and is governed by the Aureon Terms and Conditions and the applicable Service Addendums available at the links below, and Exhibits attached hereto, all collectively the Agreement. By Signing this Service Order, Client is entering into a contractual relationship with one or more Aureon entities (Iowa Network Services, Inc.; Aureon Communications, LLC; and Aureon IT, Inc.). Client's contractual agreement for each service is with the applicable Aureon entity as set forth in the applicable Service Addendum. https://contracts.clm.aureon.com/aurcontracts/Aureon Terms and Conditions 0624.pdf https://contracts.clm.aureon.com/aurcontracts/SA Time and Materials.pdf

https://contracts.clm.aureon.com/aurcontracts/SA\_SIP\_Trunk\_1022.pdf











## COUNTY OF JASPER

## Retail Tobacco License Review

COUNTY OF JASPER 1109375803

>

Application Information

# **Legal Ownership Information**

Name of sole proprietor, partnership,

corporation, LLC, or LLP

: EXIT 173 INC

Type of ownership

: Corporation

Primary office address

: 13386 HIGHWAY 6 E GRINNELL IA

50112-7568

Legal Ownership Phone

: 641-990-6555

Legal Ownership Email

: exit173rv@gmail.com

# **Application Information**

City/County Permit Number

: 25-01

Sales and Use Permit Number

: 150013155

Location Name

: IOWA'S BEST BURGER CAFE

Location Phone Number

: 641-526-8535

Location Address

: 1570 HIGHWAY 224 S KELLOGG IA 50135-8587

Location Mailing Address

: 13386 HIGHWAY 6 E GRINNELL IA 50112-7568

Renewal

: Yes

Start Date

: 01-Jul-2025

**End Date** 

: 30-Jun-2026

License Fee

: 50.00

Types of Sales

: Over the Counter

Type of Establishment

: Convenience store/gas station

Types of Products Sold

: Cigarettes, Tobacco

Do you intend to make retail sales to

: Yes

ultimate consumers?

Do you have other permits issued under : No

Iowa Code chapter 453A at this retail

location? If yes, provide permit

number(s) in the next step:

# **Corporate Officers**

Title	Name	Address
MR	KEENAN, SCOTT	13386 HIGHWAY 6 E GRINNELL IA 50112-7568

# **Suppliers List**

Coremark
Town and Country

## Decision

Select the decision of whether you approve or deny this permit application.

lowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select	а	Decision	

Approve	Deny

Item 9b June 24, 2025



Name:

# Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

Additional instructions are on the final page. For period (MM/DD/YYYY)  $\underline{07}$  /  $\underline{01}$  /  $\underline{25}$  through 06/30/  $\underline{2026}$ 

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products

tax	iowa	ao/
		. 9

at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.
Business Information:
Legal name/Doing business as (DBA): I ZAK Walton League
lowa sales and use tax account number: 1-50-00€2≤0 m
Retail address: <u>889 Hwy F-36 W</u> City: <u>New hin</u> State: IA ZIP: <u>50208</u>
Mailing address: 889 Hwy F-36 W City: Newton State: TA ZIP: 50208
Phone: 641-792-1373
Legal Ownership Information:
Type of ownership: Sole Proprietor □ Partnership □ Corporation 🗗 LLC □ LLP □
Name of sole proprietor, partnership, corporation, LLC, or LLP: TZAAK Walten League
Primary office address: 899 Hwy F-36 City: Nxu In State: 179 ZIP: 502 08
Phone: 64(-992-1373 Fax: Email: ikasnewten agmail. Com
Retail Information:
Types of Sales: Over-the-counter ☑ Vending machine □ Vending machine that assembles cigarettes □ Delivery sales of alternative nicotine/vapor products (see instructions) □ VIN: License plate number:
Types of Products Sold: (Check all that apply) Cigarettes ∰ Tobacco □ Alternative nicotine products □ Vapor products □
Type of Establishment: (Select the options that best describe the establishment)  Alternative nicotine/vapor store □ Bar ② Convenience store/gas station □ Drug store □ Grocery store □ Hotel/motel □ Liquor store □ Restaurant □ Tobacco store □ Other (provide description) □
Do you intend to make retail sales to ultimate consumers? Yes □ No □
include with this application a list of your suppliers of cigarettes, tobacco, alternative nicotine and vapor products on a separate sheet.
dentify partners or corporate officers (up to three) if the business is not a sole proprietorship.
Name: Title:
Address:
City: State: ZIP:

## Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Address: Jonata Ingle		
City:	State: TA	ZIP: <del>50206</del>
Name: Ponald Ingl	Title: Manager	
Address: ARR Hwy F-36 W		
City: Newton	State:	ZIP: 50208
If this application is approved and a permit is grandobservance of the laws governing the sale of cigarette		
Signature of Authorized Party		
I, the undersigned, declare under penalties of perjuapplication, and to the best of my knowledge and bel am authorized to act on behalf of the taxpayer, and wi	ief, it is true, correct, and c	omplete. I declare that I
Printed Name/Title: Donald D Ing L  Authorized Signature: Donald D Ing L		
,	noille 'a d	:/ c
Date: $6/16/25$ En Send this completed application and the applicable fe		
signature. It is up to your local jurisdiction to approve the an approved permit issued to you by the local jurisdiction must separately apply in each local jurisdiction in who questions about the status of your application, contained auditor (outside city limits). NOTE: A completed application with the applicable fee.	on before acting as a retaile nich you plan to act as a re ct your city clerk (within cit	r in that jurisdiction. You etailer. If you have any ty limits) or your county
FOR CITY CLERK/COUNTY AUDITO	R ONLY - MUST BE COM	IPLETE
Fill in the amount paid for the permit:	Send completed/approved	
Fill in the date the permit was approved by the council or board:		he information on the
Fill in the permit number issued by	application is complete and permit does not need to be	
the city/county:         Fill in the name of the city or county	is required. If a permit is	being exchanged due to
issuing the permit:	change of location within	•
New □ Renewa! □	permittee should complete location information and app	
	the Department as describe	ed above. Permittees who
	exchange a valid permit ar additional fee when an	
	submitted. It is preferred that	•
	email, as this allows for a r	eceipt confirmation to be
	<ul><li>sent to the local authority.</li><li>Email: iapledge@iowaabo</li></ul>	d com
	• Fax: 515-281-7375	



Ahlers & Cooney, P.C. Attorneys at Law

100 Court Avenue, Suite 600 Des Moines, Iowa 50309-2231 Phone: 515-243-7611 Fax: 515-243-2149 www.ahlerslaw.com

Maria E. Brownell 515.246.0322 mbrownell@ahlerslaw.com

June 16, 2025

## Via E-Mail

Jenna Jennings
County Auditor
Jasper County
P.O. Box 944
Newton, IA 50208-9947
jjennings@jaspercounty.iowa.gov

RE: Jasper County Conservation Nature Center 28E – Engagement Letter

Dear Jenna:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will provide legal services to Jasper County, Iowa, acting by and through its Board of Supervisors (the "County") in connection with drafting a 28E agreement between the County and the Jasper County Conservation Board regarding construction and ongoing maintenance of a conservation nature center.

## ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the County will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the County's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the above-described services have been completed and our final invoice has been paid.

#### **FEES**

I will be the attorney chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. My current hourly rate is \$310. Work performed by other attorneys will be billed at their current hourly rate (currently ranging from \$210-\$525 per hour). Work by legal assistants is currently billed at \$155-\$165 per hour. Our rates are generally adjusted on an annual basis, as of January 1st of each year.

It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the County terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the County for the services rendered as of the date of termination based on the hourly rates of those who provided services.

## RECORDS

At the County's request, any documents furnished by the County will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

## **APPROVAL**

Please carefully review the terms and conditions of this Agreement. If these arrangements are acceptable with you, please present this letter to the Board of Supervisors for approval, and then sign one copy of this letter and return it to me by email or by U.S. mail. Please retain the original for your file.

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the County and we look forward to working with you on this matter.

Very truly yours,

AHLERS & COONEY, P.C.

Maria E. Brownell

	Maria E. Brownell	
Accepted:		
Jasper County of Iowa*		
By	Date:	
*Approved by action of the Board o	f Supervisors on	, 2025.

	Resolution	<del></del>
STATE OF IOWA  Jasper County	TRANSFER ORDER	\$214,512.30
	Newton, Iowa,	June 24, 2025
Doug Bishop, Treasurer, Jasper	County, Iowa	
Transfer Two hundred fourteen th	ousand five hundred twelve do	llars and 30/100***
From: ARPA Fund	To: General Ba Fund	asic
0031-99-0051-000-81400	0001-4-99-005	1-904000
Account of: Board Action		
By Orde	er of Board of Superviso	rs.
		Supervisor
		Attest
NO. 1552	Tensahwada	Auditor/Designee

Fund transfer per Auditor, General Fund reimbursement for ALS Program.

\$161,802.32

	61,802.32
Jasper County	
Newton, Iowa, June 24, 2025	
Doug Bishop, Treasurer, Jasper County, Iowa	
<b>Transfer</b> One hundred sixty one thousand eight hundred two dollars and 32/100***	
From: General Fund To: Various Funds (See Below) (See Below)	
0001-99-0051-000-81400 xxxx-4-99-0051-904000	
Account of: Board Action	
By Order of Board of Supervisors.	
	Supervisor
a	Attest
NO. 1553 Teresa and Audito	or/Designee
From Fund To Fund Amount	
0001 - General Fund 0052 - Environmental Infractions	\$6,415.00
0001 - General Fund 0500 - Property Damage 0501 - 5-24 Property Damage	\$101,267.69 \$54.119.63

Resolution \_\_\_\_\_

RESOLUTION NO		

## APPROPRIATION RESOLUTION

WHEREAS, it is desired to make appropriations for each of the different officers and departments for the fiscal year 2025-26 in accordance with Section 331.434, subsection 6, of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, IOWA Section 1. Amounts authorized for the fiscal 2025-26 budget adopted April 22, 2025, are hereby appropriated to the departments or offices as itemized in the attached schedule, pursuant to the Code of Iowa, Section 331.434, subsection 6.

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2025.

Section 3. In accordance with Section 331.437, Code of lowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2025-26 budget year the Auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriations, the Auditor shall immediately so inform the Board and recommend appropriate corrective action.

Section 5. The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate the amount of the appropriation, the amounts charged thereto, and unencumbered balance. The Auditor shall report the status of such accounts to the applicable departments and officers monthly during the 2025-26 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2026.

<u>ATTACHMENT</u>				
01-Board of Supervisors	\$	4,646,060		
02-Auditor	\$	1,094,560		
03-Treasurer	\$	1,242,408		
04-Attorney	\$	1,461,781		
05-Sheriff	\$	8,691,951		
07-Recorder	\$	507,400		
14-Attorney's Forfeiture	\$	900		
15-Sheriff's Forfeiture	\$	8		
20-Engineer	\$	13,651,127		
21-Veterans Affairs	\$	235,999		
22-Conservation	\$	3,299,992		
23-Board of Health	\$	448,150		
25-Dept of Human Servic	\$	72,580		
26-Animal Control	\$	12,000		
31-District Court	\$	249,100		
33-County Library	\$	127,000		
38-Senior Nutrition	\$	736,200		
50-Human resources	\$	173,835		
51-Maintenance	\$	1,651,648		
52-Information Systems	\$	1,140,311		
53-Comm Dev/Zoning	\$	544,830		
54-Economic Developmen	\$	183,189		
55-Geographic Info Syste	\$	155,000		
59-Community Services	\$	367,600		
99-Nondepartmental	\$	18,462		
Grand Total	\$	40,712,083		

ATTACHMENT

Resolution adopted this	day of	, 2025.
	Attest:	
Brandon Talsma, Chairman		nnings. Auditor



# Auditor's Office Jenna Jennings

Jasper County Auditor Commissioner of Elections jjennings@jaspercounty.iowa.gov

On June 24, 2025 the Jasper County Board of Supervisors approved to cancel the following outstanding warrants which are more than (1) year old pursuant to the Code of Iowa.

	Warrant	Warrant	0001 General	0002 General	0011 Rural		
Paid to the Order of:	Number	Date	Basic	Supplemental	Services Basic	Other	Totals
Jennifer Warden	563324	1/30/2024		19.50			\$19.50
Sunrise Terrace	563678	2/27/2024	500.00				\$500.00
US Dept of Treasury	564724	5/22/2024				92.58	\$92.48
							\$0.00
							\$0.00
						\$0.00	
							\$0.00
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							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			\$500.00	\$19.50	\$0.00	\$92.58	\$612.08

Tuesday, June 17, 2025, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Nearmyer and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Nearmyer to open the Public Hearing on the Proposed Amendment No.1 to the Jasper Rail Park Urban Renewal Plan.

YEA: NEARMYER, TALSMA, CUPPLES

Three residents, from the Iowa Street area, had questions pertaining to the rail park and increased rail usage. Discussion was had.

Motion by Nearmyer, seconded by Cupples to close the Public Hearing.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-89, the Proposed Amendment No.1 to the Jasper Rail Park Urban Renewal Plan.

YEA: TALSMA, CUPPLES, NEARMYER

Motion by Nearmyer, seconded by Cupples to open the Public Hearing on the Proposal to enter into a Development Agreement with Iowa Interstate Railroad, LLC.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to close the Public Hearing.

YEA: TALSMA, NEARMYER, CUPPLES

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-90, the Proposal to enter into a Development Agreement with Iowa Interstate Railroad, LLC.

Keri VanZante, Conservation Director, requested approval to purchase a used John Deere 6430 tractor, with loader, from Del-Clay Farm Equipment, in the amount of \$86,000.00.

Motion by Nearmyer, seconded by Cupples to approve the purchase of the used John Deere 6430 tractor, with loader, from Del-Clay Farm Equipment, in the amount of \$86,000.00.

YEA: TALSMA, NEARMYER, CUPPLES

Adam Sparks, Building & Grounds Director, presented the proposal for cabinets & countertops for the D.O.T. office, from Architectural Arts, in the amount of \$11,285.00. The existing cabinets & countertops were constructed by Architectural Arts.

Motion by Nearmyer, seconded by Cupples to approve the purchase of cabinets & countertops by Architectural Arts in the amount of \$11,285.00, to match the existing furniture.

YEA: NEARMYER, CUPPLES, TALSMA

Sparks also presented a quote from VS Fab Works for the jail pod safety upgrade.

Motion by Nearmyer, seconded by Cupples to approve the quote from VS Fab Works in the amount of \$48,750.00 for the jail pod upgrade.

YEA: CUPPLES, TALSMA, NEARMYER

Dennis Simon, Human Resources Director, presented four (4) County Policy Resolution requests: Tool Allowance (Secondary Roads Only), Filling of Vacant Positions / Job Openings, Field Training Pay, Blocked Vacation / No Call Back..

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-91 Jasper County Policy: Tool Allowance (Secondary Roads Only).

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-92 Jasper County Policy: Filling of Vacant Positions / Job Openings.

YEA: TALSMA, NEARMYER, CUPPLES

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-93 Jasper County Policy: Field Training Pay.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-94 Jasper County Policy: Blocked Vacation / No Call Back.

YEA: CUPPLES, NEARMYER, TALSMA

Sheriff Brad Shutts presented an MOU Retitling Positions within the Jasper County Sheriff's Office, Represented by AFSCME Iowa Council 61, Local 2840.

Motion by Nearmyer, seconded by Cupples to approve the MOU Retitling Positions within the Jasper County Sheriff's Office, Represented by AFSCME Iowa Council 61, Local 2840:

CURRENT TITLE	PROPOSED TITLE
Jailer Dispatcher Accounting Clerk/Computer Specialist Accounting Clerk/Computer Specialist Accounting Clerk/Computer Specialist	Detention Officer Telecommunicator Civil Administrative Assistant (Summer Guy) Claims Administrative Assistant (Dawn Hull) Records Administrative Assistant (Regina Lenz)

## YEA: TALSMA, NEARMYER, CUPPLES

Motion by Nearmyer, seconded by Cupples to approve the July 11<sup>th</sup>, 2025 Fireworks Permit for Blaine Barker.

YEA: NEARYMYER, CUPPLES, TALSMA

Motion by Cupples, seconded by Nearmyer to approve claims paid through June 17, 2025.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Cupples, seconded by Nearmyer to approve the Board of Supervisors minutes for June 10, 2025.

YEA: NEARMYER, TALSMA, CUPPLES

Brandon Talsma requested Jenna Jennings & Brett Doerring be appointed to the Joint Development Committee regarding the Jasper Rail Park.

Motion by Nearmyer, seconded by Cupples to appoint Jenna Jennings & Brett Doerring to the Joint
Development Committee.
Motion by Nearmyer, seconded by Cupples to enter the Work Session.
YEA: NEARMYER, TALSMA, CUPPLES
Melissa Hartgers & Lori Nore presented salary percentage options to the Board Jenn Cross spoke

Melissa Hartgers & Lori Nore presented salary percentage options to the Board. Jenn Cross spoke about online communications and scheduling a meeting to discuss the Zencity survey.

Motion by Nearmyer, seconded by Cupples to adjourn the Tuesday, June 17, 2025, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER, CUPPLES, TALSMA	
Teresa Arrowood, Deputy Auditor	Brandon Talsma, Chairman